



INVITATION TO BID (ITB)

REHABILITATION OF STORM WATER PIPES USING THE CURED IN PLACE PIPE METHOD AT FOUR SEPARATE LOCATIONS ROLLING ACRES ROAD, QUALE GROVES ROAD, PARK PLACE AND OLD CR 441

ITB Number:	<u>10-0032</u>	Opening Date/Time	<u>March 17, 2010, 3:00 p.m.</u>
Issue Date:	<u>March 1, 2010</u>	Pre-Bid Conference	<u>March 9, 2010, 9:a.m.</u>

TABLE OF CONTENTS		Pages
SECTION 1: General Terms and Conditions		2 – 8
SECTION 2: Special Terms and Conditions		9 – 22
SECTION 3: Statement of Work		23 – 31
SECTION 4: Pricing/Certifications/Signatures		32 – 34
SECTION 5: Attachments		35 – 44
SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:		
Bid and Payment and/or Performance Bond:	Section 2.9	
Certificate of Competency/License	Section 2.16	
Indemnification/Insurance:	Section 2.8	
Pre-Bid Conference	Section 2.4	
Site Visit/Affidavit	Section 2.4.1	
Written Warranty	Section 2.12	

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Department of Procurement Services within ten (10) working days after the official bid closing date. A separate stand-alone contract may be issued to the awarded bidder.

Bidders shall complete and return the information requested in this ITB Document (See Provision 2.13). Failure to sign the bid response may be cause for rejection of the bid.

BIDDER IDENTIFICATION

Company Name: _____ Phone Number: _____

E-mail Address: _____ Contact Person: _____

1.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid –Any offer(s) submitted in response to this Invitation to Bid.

Bidder/Vendor –Anyone submitting a bid in response to an Invitation to Bid. A general reference to any entity responding to this solicitation or performing as the prime contractor under any resulting contract.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Construction Price: The dollar amount for which a vendor agrees to perform the work set forth in a contract for construction.

Construction Documents: Plans, specifications, change orders, revisions, addenda, and other information which set forth in detail to describe the work to be performed under the contract.

Construction Schedule: The timetable which sets forth pertinent dates for timely completion of the work

Contractor: The bidder to which award has been made. May also be expressed as “prime contractor” or “general contractor”. Also see the definition for “vendor” below.

County –Lake County, Florida.

Invitation to Bid (ITB) –This solicitation document, including any and all addenda.

Final Completion: The stage of construction when the work has been completed in accordance with the contract for construction and the County has received all documents and items necessary for closeout of the work.

Modification- A written change to a contract.

Professional: An entity, including but not limited to an architect, civil engineer or geotechnical engineer, engaged directly by the County to provide design, engineering, or other services.

Project: A planned construction undertaking.

Project Design Schedule: The timetable which sets forth the required relationships between, and pertinent dates for, required completion of design and engineering services, documents and related activities.

Project Schedule: The timetable which sets forth the required relationships between, and pertinent dates for, required completion of various phases of the project to include, but not be limited to, substantial and final completion of the project

Responsible Bidder- A bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive Bidder- A bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Site: The geographical location of a project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Total Project Construction Cost: The total cost to the County to complete construction of the project, including, without limitation, the work, the cost of utilities, the cost of fees for permits and licenses, and modifications necessitated by local conditions

The County has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature

1.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary County’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

B Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

1. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid opening date. Such inquiries shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.
2. Failure to acknowledge each addendum may prevent the bid from being considered for award. The Department of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation, the bidder is required to submit with its bid a signed “Acknowledgment of Addenda” form, when any addenda have been issued.

D. Contents of Solicitation and Bidders’ Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E Restricted Discussions

From the date of issuance of this solicitation until final County

action, bidder shall not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid opening date.
2. Withdrawal of Bid - A bid shall be irrevocable unless the bid is withdrawn as provided herein. A bid may be withdrawn, either physically or by written notice, at any time prior to the bid opening date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid opening date and time. A bid may also be withdrawn ninety (90) days after the bid has been opened and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid response date.

H. Prompt Payment Terms

1. It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments Part VII, Chapter 218, Florida Statutes known as the Florida Prompt Payment Act.
2. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

1.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

1.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5 AWARD

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to bidders that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the capability of the bidder to perform the requirements of this solicitation.
- F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.
- G. The Director of Procurement Services will decide all tie bids with initial preference being given to the entity employing the most personnel residing within the County.

1.6 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

1.7 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so via written notice to the Director of the Procurement Services Department within the period that the contract award recommendation is posted on the County's procurement website. It is incumbent upon the vendor to be aware of the posting of the award recommendation. Any protest received after the actual contract award date may be rejected.

1.8 RULES, REGULATIONS AND LICENSES

The contractor shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The contractor shall be familiar with all federal, state and local laws that may affect the goods and/or services offered.

1.9 SUBCONTRACTING

Unless otherwise specified in this solicitation, the contractor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

1.10 ASSIGNMENT

The contractor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.11 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

1.12 RESPONSIBILITY AS EMPLOYER

The employees of the contractor shall be considered to be at all times its employees, and not an employees or agents of the County or any of its departments. The contractor shall provide employees capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor shall wear proper identification.

1.13 INDEMNIFICATION

The contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.14 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of Countyship, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect Countyship interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect Countyship interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.15 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

1.16 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for

up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.17 ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The vendor shall retain all records pertaining to this contract and upon request make them available to the County for three (3) years following expiration of the contract. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.18 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The bidder shall not submit any information in response to this solicitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder unless such information is exempt or confidential under the Public Records Act.

1.19 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest, or the interest of his or her immediate family, in the proposed contract and the nature of the intended contract.

1.20 INCURRED EXPENSES

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

1.21 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor.

Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

In the event the project is declared a sales tax recovery project by the County, the following procedure shall apply:

(a) The County representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;

(b) When those materials are purchased by the County, all purchase orders shall be issued directly from Procurement Services;

(c) The County shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

1.22 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

1.23 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

1.24 PRIME CONTRACTOR

The bidder awarded the contract shall act as the prime (general) contractor for all required items and services and shall assume full responsibility for the provision of all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, permits, licenses, construction machinery, water, heat, utilities, transportation and other facilities necessary for proper execution and completion of its scope of the Work in accordance with all of the terms and conditions of the contract. The contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The contractor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required the work to be performed.

1.25 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

1.26 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the contractor of his duty to perform or give rise to any right to

damages or additional compensation from the County. The contractor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

1.27 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this contract constitutes execution of the Truth in Negotiation Certificate.

1.28 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if original is hand delivered; delivered by telex, facsimile, or e-mail; or sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth in this document. Notices hand delivered or delivered by telex, facsimile, or e-mail shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

1.29 GENERAL CONDITIONS-CONSTRUCTION

The vendor shall perform and complete its obligations under this contract using its best skill and attention, and covenants with the County to furnish management, supervision, coordination, labor and services (i) which expeditiously, economically and properly completes the work in the manner most consistent with the County's interests and objectives; which comply with the construction documents and this contract, and in accordance with the highest standards currently practiced by persons and entities performing or providing management, supervision, coordination, labor and services on projects similar in size, complexity and cost to the project. :

- The contractor may be required to provide professional services which may include the practice of architecture or engineering for shop drawings on mechanical, structural, or other functions. All services rendered by the vendor for the project shall be performed by, or under the immediate supervision of, persons possessing expertise in the discipline of the service being rendered.

- The contractor shall, in the course of providing the work, cooperate and communicate with the County and all other persons or entities as required for satisfactory completion of the project.

- The contractor understands and acknowledges that the work referred to in this contract may be only part of the project and that the project may include the construction of other structures or other construction activities on the same Site. The contractor shall conduct all its activities so as not to interfere with the construction of, or operations within or from, other structures on the Site.

- The contractor shall not damage, endanger, compromise or destroy any part of the project or site, including by way of example and not limitation, work being performed by others on the site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures on the site. Should the vendor damage, compromise or destroy any part of the project or site, the vendor shall be fully and exclusively responsible for and bear all costs associated therewith. In the event vendor does not repair or replace any damaged portion of the project or site, the County shall have the option to make such repairs or replacements and deduct the cost thereof from the balance of this contract.

1.30 SUFFICIENCY OF SITE/ UNFORESEEN CONDITIONS

By submitting a bid for the project, the vendor has affirmed that it has become familiar with local conditions under which the project is to be constructed and operated; and has reviewed and familiarized itself with the site survey and any existing structures on the site, and gathered all other information necessary for a full understanding of the work. Claims resulting from the vendor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived. If during project performance the vendor encounters concealed and unforeseen conditions of an unusual nature which affect the performance of the work; or the conditions vary from those indicated by the Construction Documents; and such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided by the vendor, the vendor shall promptly, but in no event later than two (2) business days after first observance of the conditions, notify the County before conditions are disturbed and give the County opportunity to observe the condition in its undisturbed state.

1.31 BRIBES AND KICK-BACKS The vendor shall not:

- induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
- confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan, subscription, advance, deposit of money, services or anything of value, present or promised;
- offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or
- without the express written permission of the County, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.

1.32 HAZARDOUS SUBSTANCES

The vendor shall immediately notify the County, both orally and in writing, of the presence and location of any physical evidence of, or information regarding, environmental contamination on the Site (including but not limited to Hazardous Substances and petroleum releases) of which it becomes, or reasonably should have become, aware. If the vendor encounters environmental contamination (including but not limited to Hazardous Substances and petroleum releases), the vendor shall immediately stop performance of work on that portion of the work affected by or affecting such contamination; secure the contaminated area against intrusion; not disturb or remove the contamination; not proceed, or allow any subcontractor or supplier to proceed, with any work or other activities in the area affected by such contamination until directed to do so by the County; and take any other steps necessary to protect life and health. If any chemicals or materials or products containing toxic substances are to be used at any time during this contract, the vendor shall provide copies of all material safety data sheets to the County or with the contract documents located in the field office (if applicable).

1.33 COUNTY'S USE OF AND ACCESS TO THE SITE

The vendor shall perform the work so as not to interrupt any operations of the County on the Site. The vendor confirms that it understands and acknowledges that the County may need access to or use of certain areas of the site or work prior to Completion, and that such occupancy, access or use shall not constitute the County's acceptance of any work. The vendor shall not enter any County-occupied area of the Site or Project unless first approved and scheduled by the County. The vendor shall afford the County's own forces, and other consultants, trade contractors, subcontractors and suppliers, access to the site for performance of their activities, and shall connect and coordinate its construction and operations

with theirs as required by the construction documents.

1.34 INSTALLATION AND PROVISION OF MATERIALS

All goods, products, materials, equipment and systems named or described in the construction documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless such specifications, recommendations or instructions deviate from accepted construction practices, or the construction documents, in which case the vendor shall so inform the County and shall proceed as directed by the County. The vendor shall coordinate and interrelate all trade contracts, and subcontracts to ensure compatibility of goods, products, materials, equipment and systems, and validity of all warranties and guarantees, required by the construction documents for the work. If during or prior to construction operations the County rejects any portion of the work on the grounds that the work or materials are defective, the County shall give the vendor written notice of the defect. The vendor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition.

1.35 SUBMITTALS

The vendor shall timely prepare and transmit to the County a schedule for provision of all anticipated submittals. The schedule shall (i) include submittals required by the specifications; (ii) be in a format acceptable to the County; and (iii) set forth specific dates for submission of the listed submittals. The vendor shall in timely fashion review, approve if appropriate and forward submittals to the County for review and approval along with such detail and information as the County requires. No part of the work dealt with by a submittal shall be fabricated or performed until such approval has been given. All work shall be performed in accordance with approved submittals. Approval of submittals by the County shall not relieve the vendor from complying with this contract, including all plans and specifications, except as changed by Change Order.

1.36 REJECTION AND CORRECTION OF WORK

During the course of the project, the vendor shall inspect and promptly, whether at the direction of the County, or the vendor itself, reject any work (i) which does not conform to the construction documents; or (ii) which does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities and agencies having jurisdiction over the project. The vendor shall promptly correct or require the correction of all rejected work. The vendor shall bear all costs of correcting such work, including additional testing and inspections and compensation for all services and expenses necessitated by such correction.

1.37 FINANCIAL CLAIMS AND LIENS

The vendor shall immediately notify the County, both orally and in writing, of the nature and details of the nature and details of any of any mechanics' liens, construction liens, vendor's trust fund claims, or claims of any type made by anyone against the County, any Professional designated by the County, the vendor or any subcontractor or supplier of any of them or against the project whether or not such claims arise from the work. The vendor shall take all action necessary to obtain the prompt discharge of any liens or claims filed against the project. If any lien or claim filed is not discharged and released by the claimant, the vendor shall, within a reasonable period of time, but in no event more than fourteen (14) calendar days after request and at its own cost, promptly obtain discharge and release of, or indemnity for, such lien or claim by providing or filing, as appropriate, the requisite bond.

1.38 USE OF CONSULTANT(S) OR PROFESSIONAL(S)

The County may choose to employ a professional or consultant to perform various design, submittal review, performance monitoring,

or acceptance functions under this contract. If the County elects to utilize such personnel, the County will provide a written notice to the vendor identifying such personnel and their specific roles to include any specific authorities or limitations associated with the assigned duties of such personnel.

1.39 INSPECTION

A. Final Construction Inspection shall occur whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed.

1.40 PROPRIETARY DOCUMENTS

All information, documents, and electronic media furnished by the County to the vendor belong to the County, are proprietary and confidential; are furnished solely for use on the project; shall be kept confidential by the vendor to the extent permitted by the Florida Public Records law; and shall not be used by the vendor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the County hereunder is specifically authorized in writing by the County in advance. The County hereby grants to the vendor a limited license to use and reproduce applicable portions of the Construction Documents necessary for execution of the work. All copies made under this license shall bear the statutory copyright notice, if any, shown on the documents. All information, documents, and electronic media prepared by or on behalf of the vendor for the project are the sole property of the County free of any retention rights of the vendor. The vendor hereby grants to the County an unconditional right to use, for any purpose whatsoever, any information, documents or electronic media prepared by or on behalf of the vendor for the project, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents.

1.41 COUNTY'S RIGHT TO STOP WORK

If the vendor fails, or refuses to perform, or fails to correct defective work as required, or persistently fails to carry out the work in accordance with the contract, the County may, by written notice, order the vendor to cease and desist in performing the work or any portion of the work until the cause for the order has been eliminated to the satisfaction of the County. Upon receipt of such instruction, the vendor shall immediately cease and desist as instructed by the County and shall not proceed further until the cause for the County's order has been corrected, no longer exists, or the County instructs that the work may resume.

- The vendor shall not be entitled to an adjustment in the time for performance or the Construction Price under this clause since such stoppages are considered to be the fault of the vendor.
- In the event the County issues instructions to cease and desist, and in the further event that the vendor fails and refuses within seven (7) calendar days to provide adequate assurance to the County that the cause of such instructions will be eliminated or corrected, then the County shall have the right, but not the obligation, to carry out the work or any portion of the work with its own forces, or with the forces of another entity, and the vendor shall be responsible for the cost of performing such work by the County
- The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the County may have against the vendor.

1.42 TERMINATION OR SUSPENSION OF CONTRACT

A. Termination For Cause By County. The County may terminate this contract for cause if the vendor materially breaches this contract by:

- refusing, failing or being unable to properly manage or perform on any project;
- refusing, failing or being unable to supply the project with sufficient numbers of workers, properly skilled workers, proper materials, or maintain applicable schedules;

- refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the project;

- refusing, failing or being unable to substantially perform in accordance with the terms of the contract as determined by the County, or as otherwise defined elsewhere herein, or

- refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between the County and vendor.

Upon the occurrence of any of the events described above, the County may give written notice to the vendor setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. At any time thereafter, if the vendor fails to initiate the cure or if the vendor fails to expeditiously continue such cure until complete, the County may give written notice to the vendor of immediate termination, and the County, without prejudice to any other rights or remedies, may take any or all of the following actions:

- complete all or any part of the work, including supplying workers, material and equipment which the County deems expedient to complete the work;
- contract with others to complete all or any part of the work, including supplying workers, material and equipment which the County deems expedient to complete the work;
- take such other action as is necessary to correct such failure;
- take possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the vendor;
- directly pay the vendor's subcontractors and suppliers compensation due to them from the vendor;
- finish the work by the method the County may deem expedient
- require the vendor to assign the vendor's right, title and interest in any or all of vendor's subcontracts or orders to the County.

If this contract is terminated by the County for cause pursuant to this clause, no further payment shall be made to the vendor until Final Completion of the project. At such time, the vendor shall be paid the remainder of the Construction Price less all costs and damages incurred by the County as a result of the default of the vendor, including liquidated damages applicable thereto. The vendor shall additionally reimburse the County for any additional costs or expenses incurred.

B. Termination Due To Unavailability of Funds. When funds are not appropriated or otherwise made available to support continuation of performance under this contract, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the goods or services delivered under the contract.

C. Termination Or Suspension For Convenience. The County may at any time give written notice to the vendor terminating this contract or suspending the project, in whole or in part, for the County's convenience and without cause. If the County suspends the project for convenience, the vendor shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of suspension. If this contract is terminated by the County pursuant to this clause; or suspended more than three months by the County, the County shall pay the vendor specified amounts due for work actually performed prior to the effective termination date and reasonable costs associated with termination.

D. Limitation On Termination Compensation. Irrespective of the reason for termination or the party terminating, the total sum paid to the vendor shall not exceed the Contract Construction Price, as properly adjusted, reduced by the amount of payments previously made and penalties or deductions incurred pursuant to any other provision of this contract, and shall in no event include duplication of payment.

E. Vendor's Responsibility Upon Termination. Irrespective of the reason for termination or the party terminating, if this contract is terminated, the vendor shall, unless notified otherwise by the County,

- immediately stop work;

- terminate outstanding orders and subcontracts;
- settle the liabilities and claims arising out of the termination of subcontracts and orders; and
- transfer title and deliver to the County such completed or partially completed work, and, if paid for by the County, materials, equipment, parts, fixtures, information and such contract rights as the vendor Contractor has.

F. Limitation On Termination Claim. If the vendor fails to file a claim within one (1) year from the effective date of termination, the County shall pay the vendor only for services actually performed and expenses actually incurred prior to the effective termination date.

1.43 DISPUTE RESOLUTION

A. Court Actions. Except as expressly prohibited by law

- all legal actions hereunder shall be conducted only in the Circuit Court sitting in Lake County, Florida and having subject matter jurisdiction over the matter in controversy; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;

- the choice of jurisdiction and venue described in the preceding paragraph shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein;

- the parties waive any right to assert the doctrine of forum *non conveniens* or to object to venue; and

- the parties waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.

B. Mutual Discussion. In case of any dispute, claim, question or disagreement arising from or relating to the project or arising out of this contract or the breach thereof, the parties shall first attempt resolution through mutual discussion.

C. Facilitative Mediation. If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to the project or arising out of this contract or the breach thereof through mutual discussion, as a condition precedent to any litigation, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties. 25.4.4 During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.

D. Arbitration Preclusion. In case of a dispute relating to the project, or arising out of this contract, no party to this contract shall be required to participate in or be bound by, any arbitration proceedings.

E. Performance During Dispute Resolution. The County and the vendor agree that pending the resolution of any dispute, controversy, or question, the County and the vendor shall each continue to perform their respective obligations without interruption or delay, and the vendor shall not stop or delay the performance of the work.

1.44 DAMAGES AND REMEDIES

A. Vendor's Reimbursement. The vendor shall promptly reimburse the County for any expenses or damages incurred by the County as a result of the vendor's failure to substantially perform in accordance with the terms of this contract; deficiencies or conflicts in the Construction Documents attributable to the vendor or of which the vendor was or should have been aware; breach of the warranties and guarantees set forth in this contract or any other applicable warranty or guarantee; or other acts or omissions of the vendor.

B. General Indemnity. To the fullest extent permitted by law the vendor shall secure, defend, protect, hold harmless, and indemnify the County and any related parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily

injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the County allegedly or actually arising out of or resulting from the vendor's services, including without limitation any breach of contract or negligent act or omission of the vendor; or of the vendor's subcontractors or suppliers, or of the agents, employees or servants of the vendor or its subcontractors or suppliers. To the fullest extent permitted by law, the vendor, for itself and for its subcontractors and suppliers, and the respective agents, employees and servants of each, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the County pursuant to the indemnification provision contained above.

C. Non-Exclusivity Of County's Remedies. The County's selection of one or more remedies for breach of this contract contained herein shall not limit the County's right to invoke any other remedy available to the County under this contract or by law.

D. Waiver Of Damages. The vendor shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages.

E. Interest. The County is entitled to interest on all amounts due from the vendor that remain unpaid thirty days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Any such interest shall be in the maximum amount permitted by Florida law.

1.45 MISCELLANEOUS PROVISIONS

A. Integration. This contract represents the entire and integrated agreement between the County and the vendor, and supersedes all prior negotiations, representations or agreements, either written or oral, for the project. This contract may be amended only by written instruments signed by both the County and the vendor, and is subject to such reasonable modifications as may be required.

B. Severability. If any provision of this contract, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

C. Waiver. No provision of this contract may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this contract.

D. Strict Compliance. No failure of the County to insist upon strict compliance by the vendor with any provision of this contract shall operate to release, discharge, modify, change or affect any of the vendor's obligations.

E. Survival. All provisions of this contract which contain continuing obligations shall survive its expiration or termination.

F. Prohibition Against Contingent Fees. The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure this contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this contract.

Section 2.1: Purpose

Project Title and Description: Rehabilitation of storm water pipes by using the Cured in Place Pipe Lining Method located on Rolling Acres Road, Quale Grove Road, and in the Park Place Subdivision. The following is a brief description of the pipe and their location. The Contractor shall make a site visit to insure that they are familiar with all the site conditions.

1. Rolling Acres Road is located in the Town of Lady Lake. The pipes are on the opposite side of the intersection of Oak and Rolling Acres. They start at the catch basin north of the intersection of the entrance to the business and proceed south. There are three (3) pipes at this location:
 - #1 is 18" X 112'
 - #2 is 18" X 146'
 - #3 is 24" X 247.9'
2. Quale Grove Road is located off of CR 439, in Eustis. The pipe is located approximately 500 feet from the intersection of CR 439. There is one pipe at this location which is from the box inlet north to the outfall:
 - 36" X 55.6'
3. - 6. Park Place is located off of SR 44B in the Park Place Subdivision. There are four (4) pipes that the Contractor needs to supply a price to complete the work as specified at this location.
 3. Location # 1 – 24" X 261'
 4. Location # 2 – 36" X 199'
 5. Location # 3 – 39"/60" X 76'
 6. Location # 4 - 24" X 289'
7. – 8. Old CR 441 is located in Mount Dora. The pipes are approximately 750' from the intersection of CR 19/Eudora Avenue. There are two (2) pipes at this location to be lined.
 7. Location #1 – 24" X 62.4' The middle of this pipe is a 24" X 25" box culvert that has 24" round pipe connected on each end.
 8. Location #2 – 18" X 111.2'.

The sizes stated within this ITB are only estimates and the actual limits of the project shall be the entire length of the pipes. Bidders are encouraged to visit the site to verify lengths. The lengths given are only for informational purposes. The contract derived from this ITB shall be based on a lump sum cost for the entire project no matter how many feet of pipe actually exist.

Attachments B are the site data reports that show the condition of the pipes as of 9-10-2008.

The contractor shall be well versed, be certified by the manufacturer, and have the proper equipment and experience to install the product so that it shall meet the intent and desired results of a structurally sound and leak free storm water pipe. Bidders shall submit proof of five (5) years experience and a minimum of ten (10) similar type projects.

No other type of pipe rehabilitation will be considered as part of this bid.

Section 2.2: Designated Contracting Officer

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted before the pre-bid/ proposal meeting and at least seven (7) days before the closing date.

Susan Dugan, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800
Phone: 352.343.9839
Fax: 352.343.9473
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Office of Procurement Services.

Section 2.3: Method of Award

Award(s) will be made on an item-by-item basis to the responsive and responsible vendor(s) who submits the lowest price for the item(s) listed in this solicitation.

The County may choose one, none, or any combination of the items for award.

The County may elect to conduct a pre-award inspection of the Contractor's facility. Only Contractors which are regularly engaged in the business of performing the services described in the solicitation, and which can produce evidence of a satisfactory record of performance for a reasonable period of time, will be considered for award. Contractors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the Contractor intends to sub-contract any part of its work to another contractor, or will obtain the goods specifically offered under this contract from another source of supply; the Contractor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a Contractor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County

may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Contractor responding hereunder, including past performance with the County, in determining Contractor responsibility for the purposes of selecting a Contractor for contract award.

Section 2.4 Pre-Bid Conference/ Site Visits

A pre-bid conference will be held on March 9, 2010, 9:00 a.m. in room 235, located at the Lake County Administration Building, 315 West Main Street, 2nd Floor, Tavares, Florida, 32778, to discuss the special conditions and specifications included within this solicitation. Potential vendors are encouraged to attend this conference but it is not mandatory that a representative from a prospective vendor attend this conference. Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 2.4.1 Examination of Site(s)

Prior to submitting an offer it is advisable that the vendor visit the site(s) of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine carefully the statement of work and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

Section 2.5: Contract Term

The performance period under this contract shall commence upon the date of the purchase order or related Notice to Proceed and shall remain in effect ninety (90) calendar days.

Section 2.6: Options to Renew

Not Applicable

Section 2.7: Payment: Period Payments for Tasks Completed

The County shall provide periodic payments for tasks completed by the Contractor. In order for the County to provide payment, the Contractor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County Department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service and deliverable for the task has been completed and a County representative has reviewed and approved the service and deliverable.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner may delay payment, and the Contractor may be considered in default of contract and its contract may be terminated.

Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Address for invoicing: Lake County Public Works, 31150 Industry Drive, Tavares, Florida, 32778. Invoices shall be submitted within two (2) weeks from completion of a service. Invoices shall be accompanied with tickets showing the proper disposal, in an approved State certified facility if debris has been collected as part of this contract.

Payment shall be full compensation for furnishing all equipment, materials, labor, maintenance of traffic, mobilization, and all other incidentals necessary to complete all service operations as specified in this contract. The Contractor shall be compensated at the unit price as specified in the Contractor's bid tabulation sheet, after the work has been completed and accepted by the County, less any liquidated damages or inspection fees assessed.

If subcontractors or materials suppliers are to be used by the Contractor, the Contractor shall provide a listing of such subcontractors and/or materials suppliers with the Contractor's acceptance of the Cost Estimate. The listing shall include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the percentage of the overall proposed project. Prior to final payment to the Contractor, Contractor shall provide Certification of Payment to Subcontractors/Materials Suppliers before invoice is processed and paid.

Liquidated Damages. If liquidated damages are assessed, damages shall be calculated at the rate specified in Section 2.10.2 of this document.

Section 2.8: Insurance

The contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Construction by the contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000

Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

Builders Risk Insurance with all-risk perils for 100% of the cost of the construction, site work and any accepted alternates.

The Contractor, prior to notice to proceed or commencement of the work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the Owner, Contractor, and subcontractors, property in transit, and property on or off-premises, which shall become part of the building or project. Property purchased by the Owner through the Sales Tax Recovery Program shall be insured under this provision by the General Contractor upon delivery of the property to the job site. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any windstorm percentage deductible (when applicable) shall not exceed ten percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the Project. The General Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event building is occupied in whole or in part, or put to its intended use, or partially accepted by the Owner. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the Owner's interest in the building ceases, or the building is accepted or insured by the Owner.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Contractor's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

Section 2.9: Bonding Requirements

No bid bond is required.

The Contractor shall be required to provide and maintain payment and performance bonds. The amount of the premiums for such bonds shall be included in the Construction Price. Performance and Payment Bonds shall be 100% of the contract amount and shall be executed on forms provided by the County. All original Performance and Payment Bonds will be submitted to Lake County Procurement Services, for recording in the public records of Lake County, Florida, at the cost of the Contractor. The bonds will be acceptable to the County only if the following conditions are satisfied:

- (i) The Surety is licensed to do business in the State of Florida;
- (ii) The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- (iii) The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the contract is issued;
- (iv) The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the contract price exceeds \$500,000;
- (v) The Surety is otherwise in compliance with the Florida Insurance Code; and
- (vi) The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304.

If the Surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by this Agreement, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 2.10: Delivery Requirements**2.10.1 Completion of Work from Date of Notice to Proceed**

A Purchase Order shall serve as the "Notice to Proceed". NO work shall be started until a "Notice to Proceed" has been issued to the Contractor. A pre construction meeting shall take place after the award of the contract. The Contractor shall bring a schedule of work, emergency phone list, and any other items deemed necessary for this project to this meeting.

The Contractor shall have ninety (90) calendar days to complete the work from the date of notice to proceed. If the Contractor fails to have the work completed by the specified time, the County

may, at its discretion, hire another company to complete the work as needed. Any additional cost incurred by the County because of the Contractor's failure to complete the work as assigned shall be deducted from the Contractor's invoice.

The Contractor shall contact the Project Manager within two (2) days prior to starting any job. All work, once started, shall be completed before any other work shall commence on subsequent work documents. The only exception to this occasion is when the County determines that such other work is in the best interest of the County and should be expedited.

The Contractor shall submit a schedule to the Project Manager showing the anticipated work flow. If for any reason there is a variation of the work that should have been completed as stated on the schedule, the Contractor shall contact the Project Manager by telephone, fax or e-mail no later than 9:00 a.m. of the next business day. If the Contractor is aware of upcoming schedule change they shall contact the Project Manager no later than 9:00 a.m. of that day. The Contractor shall maintain coordination with the Project Manager at all times. Either party may request and be granted a conference within two (2) working days of the request.

2.10.2 Liquidated Damages for Late Delivery

The County and the Contractor recognize that, since time is of the essence for services as part of this contract, the County could suffer financial loss if the work is not completed within the time specified.

The County shall be entitled to assess, as liquidated damages, but not as a penalty, for each calendar day of work after the scheduled completion date. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the Project Manager. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The liquidated damages shall be as follows:

Original Contract Amount	Daily Charge Per Calendar Day
\$5,000 and under.....	\$25
Over \$5,000 but less than \$10,000.....	\$75
\$10,000 or more but less than \$20,000.....	\$150
\$20,000 or more but less than \$30,000.....	\$250
\$30,000 or more but less than \$40,000.....	\$350
\$40,000 or more but less than \$50,000.....	\$450
Over \$50,000 but less than \$250,000.....	\$544
\$250,000 or more but less than \$500,000.....	\$635
\$500,000 or more but less than \$2,500,000.....	\$1,288
\$2,500,000 or more but less than \$5,000,000.....	\$2,470
\$5,000,000 or more but less than \$10,000,000.....	\$3,730

\$10,000,000 or more but less than \$15,000,000.....	\$5,240
\$15,000,000 or more but less than \$20,000,000.....	\$6,078
\$20,000,000 and over.....	\$8,624 plus
0.00027 percent per day for amount over \$20,000,000	

Any Contractor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum.

Section 2.10.3 Delay In Work

Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Project Manager immediately by telephone and also in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.

If the Contractor complies with the two (2) business days notice requirement, the Project Manager shall ascertain the facts and the extent of the delay being claimed. The Project Manager's findings of fact justify such an extension, and the Project Manager's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays that impact the Contractor's Construction Schedule. Extensions of contract time must be authorized by Change Order approved in accordance with Board policy. No extensions for delays shall be given for what has taken place on the weekends or holidays.

There shall be no delays give for rain days as part of the work outlined within this ITB.

Section 2.11: Final Inspection and Acceptance of Services

Upon written notice from the Contractor that the service is complete, the Project Manager will make a final inspection. The Project Manager shall notify the Contractor in writing, if necessary, of any deficiencies with the service. The Contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within seven (7) calendar days, the Project Manager shall send out a second notification. The Contractor shall have ten (10) days to correct all deficiencies. The Contractor shall notify the Project Manager when the work has been completed. An eighty (\$80.00) dollar inspection fee shall be assessed to the Contractor for the second inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspection. The fee(s) shall be deducted from the final invoice for that release order.

In the event the Contractor has utilized Subcontractors, release of liens from the Subcontractors shall be required before payment will be released.

Section 2.12: Warranty Requirements

The Contractor shall provide to the County a warranty to be in force and effect for a period of Three (3) years from the date of acceptance by the County. The warranty shall cause the Contractor to repair or remove and replace the liner should failure result from faulty materials or installation.

Correction of failed liner or liner pipe deemed unacceptable, as a result of the post video inspection and/or test reports for structural values, thickness, chemical resistance, etc., shall always be the responsibility of the Contractor, at no extra cost to the County. Method of correction/repair shall be approved by the County with prior field demonstration, if required. It shall be understood that minimum criteria of the specification shall not be lowered to compromise with lower than the required test values, unless approved in writing by the County.

Section 2.13: Preparation of Solicitation Response

2.13.1 Delivery of Solicitation Responses

Unless a package is delivered by the bidder in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. Ensure that your bid is securely sealed in an opaque envelope/ package to provide confidentiality of the bid prior to the solicitation closing.

If you plan on submitting your bid **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES

PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
416 W. MAIN STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

2.13.2 Completion Requirements for Invitation to Bid (Construction)

One (1) original bid and one (1) complete copy of the bid submitted shall be sealed and delivered to the Department of Procurement Services no later than the official opening date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the bidder to its provisions.

The bidder shall complete all required entries in Section 4 of the bid form such as, but not limited to pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The bidder shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required).

Documents to be Provided With the Bid Response:

1. ITB Cover Sheet
2. Section 4 Pricing/Certifications
 - a. Pricing Section
 - b. Acknowledgement of Addenda
 - c. Reference Form – Submit proof of five (5) years experience. List the three (3) most recent projects of a similar scope and nature constructed under the bidder's present name and a minimum of ten (10) similar type projects.

3. List the number of employees on the regular payroll of the bidder's organization; including their name and an outline of qualifications of the proposed job superintendent, site coordinator and each member of the organization who will supervise various parts of the work. Give the name of members of the organization who hold appropriate trade licenses and will be responsible for proper installation and the number of these licenses.
4. If subcontractors are proposed:
 - a. The bidder shall provide a designation of the work to be performed by the bidder with the bidder's own resources.
 - b. Provide a list of names and telephone numbers of the subcontractors, or other persons or organizations performing work on this contract. This list shall contain the name of their supervisors responsible for work pertaining to this contract and shall also contain twenty-four (24) hour emergency telephone numbers.
 - c. Include those which are to furnish products fabricated to a special design that may be utilized by the bidder for principal or incidental portions of the work to be performed under the contract resulting from this solicitation. The bidder will be required to establish to the satisfaction of the County the reliability and responsibility of the proposed subcontractors to furnish and perform the work pertaining to such proposed subcontractor's respective trade(s). Prior to the award of the contract, the County will notify the bidder in writing if, after due investigation, the County has reasonable and substantial objections to any person or organization on such list. If the County has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the bidder may, at its option, withdraw its bid without prejudice. Subcontractors and other persons and organizations proposed by the bidder and accepted by the County shall be used on the work for which they were proposed and accepted and shall not be changed except with the written prior notification by the County.
5. Copy of Florida License to perform this type of work.

Section 2.14: Contractor Responsibilities Regarding Construction Projects

2.14.1. Construction Supervision

The selected contractor shall provide a job superintendent who shall supervise all trades and direct all construction activities, establish and maintain construction schedules, and provide the Project Manager with progress reports, if requested. The superintendent shall have the ability to speak, write and read English. Supervision must be maintained on the job site through the full duration of construction.

The County Project Manager shall retain the authority to remove the contractor superintendent upon written notice with or without cause.

The contractor shall comply with and cause its subcontractors and suppliers to comply with the project construction schedule and applicable sub-schedules. The contractor shall obtain and review schedules from subcontractors and suppliers, coordinate sub-schedules with the Construction Schedule, and enforce compliance with all applicable schedules to insure timely completion of the Work.

2.14.2 Site Maintenance Responsibilities

The selected contractor shall be responsible for initiating, maintaining and supervising all aspects of the job-site safety. The contractor shall take precautions for safety of, and provide protection and prevent injury, to County employees. The contractor shall give notice and comply with all applicable Federal, state and local laws, ordinances, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or the protection from damage and injury. The contractor shall erect and maintain as required by existing conditions and performance of the contract, safeguards for safety and protection, including posting danger signs and other warnings against hazardous conditions. The contractor shall provide a construction fence if required for the safety and protection of the public for the entire work zone. The contractor shall coordinate and secure the approval of the County's Project Manager prior to the commencement of the construction. The contractor shall designate the superintendent as the responsible member of the organization to determine at the job site whose duty it shall be to coordinate all aspects of the Safety Program. Any person or persons in the employment of the contractor or a subcontractor, who is found to be conducting themselves in a detrimental manner as determined by the County's Project Manager will be removed from the job site upon notification. Neither alcoholic beverages nor illicit drugs are permitted on any County properties or County projects. Evidence of alcoholic beverages or illicit drug use by an individual will result in immediate termination from the job site.

The contractor shall at all times maintain adequate sanitary facilities for workmen's use.

Section 2.15 Changes in the Work and Disputes

Claims by the Contractor shall be made in writing to the County within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the County within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or the Contractor shall be deemed to have waived the claim.

Section 2.16 Permits, Impact Fees and Licenses

The contractor shall obtain and pay for all licenses, permits and inspection fees required for this contract; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

There are no fees or permits need for this project.

Section 2.17 Changes in Contractor Personnel or Subcontractors

The contractor shall not enter into any agreement with any subcontractor or supplier to which the County raises a reasonable, timely objection; and shall promptly inform the County in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The County shall have the right to reject any proposed replacement. The same general policy applies to personnel employed by the contractor which were noted in the contractor's original bid submission or subsequent notification to the County.

Section 2.18 Lands for Work and Access Thereto

The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other land required by the Contractor shall be procured by the Contractor at the Contractor's expense.

The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the project site with construction equipment or other material or equipment. The Contractor shall assume all responsibility for any damage to any such land or area, or to the County or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work.

The Contractor shall provide best management practices at storage sites to prevent erosion, hazardous materials contamination, or other contaminations from occurring.

Section 2.19 Protection of Existing Structures, Utilities, Work and Vegetation

Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as determined by the County. The Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

Where the Contractor hauls material or equipment to the project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling begun. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.

All existing monuments shall be preserved, if possible. Any monuments damaged or destroyed without the express written permission of the County, including but not limited to horizontal and vertical control points and property corners, are to be restored at the expense of the Contractor by a professional surveyor and mapper, licensed to do business in the State of Florida.

Section 3.1 Scope

Provide rehabilitation of storm water pipes by using the Cured in Place Pipe Lining Method located at Rolling Acres Road, Quale Grove Road, and in the Park Place Subdivision.

- The pipes on Rolling Acres Road , in the Town of Lady Lake, are on the opposite side of the intersection of Oak St. They start at the catch basin north of the intersection of the entrance to the business and proceed south (see Attachment A). There are three (3) pipes at this location that are to be lined. Two of the pipes are 18" diameter for a length of 258' and one is 24" diameter for a distance of 247.9' (see Attachment B).
- The pipe on Quale Grove Road is located approximately 500' from CR 439. There is one pipe at this location. It is a 36" X 55.6' pipe under the road.
- Park Place subdivision is located off of SR 44 in Eustis. The four (4) pipes that are shown as part of this bid are: Site # 1 is 24" X 261', site # 2 is 36" X 199', site # 3 is 39"/60" X 76', and site #4 is 24" X 289'.
- Old CR 441 is located in Mount Dora. The pipes are approximately 750' from the intersection of CR 19/Eudora Avenue. There are two (2) pipes at this location to be lined. Site #1 – 24" X 62.4' The middle of this pipe is a 24" X 25" box culvert that has 24" round pipe connected on each end. Site #2 – 18" X 111.2'.
- These are only estimates and the actual limits of the project shall be the entire length of the pipes area. Bidders are encouraged to visit the site to verify lengths. The lengths given are only for informational purposes. The contract derived from this ITB shall be based on a lump sum cost for the entire project no matter how many feet of pipe actually exist.

Attachment B is the site data reports that show the condition of the pipes.

Attachment C is an example of the contract change order form.

Section 3.1.1 Technical Specifications

Installation of the Cured-In-Place Pipe (CIPP) shall be accomplished by the use of an inversion process or a winched-in application. The reconstruction of the existing pipe shall be accomplished by installing a flexible tube which is first impregnated with a thermosetting resin. The tube is either inverted into the pipeline by using hydrostatic head (water pressure), compressed air pressure or some other approved inversion method, or pulled into the pipeline from end to end using mechanical equipment (winch). After full insertion, the tube is cured by circulating hot water or introducing controlled air or steam throughout the length of the tube to cure it into a hard, impermeable pipe. This CIPP shall extend the full length of the original storm water pipe, and shall provide a structurally sound, jointless, tight-fitting, water-tight pipe within the original pipe.

As part of this work, the Contractor shall comply with the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction 2010, Section 431- Pipe Liner, and Section 948-4.1, Miscellaneous Types of Pipes, or any newer versions that may be issued. The

Contractor shall also follow the ASTM Standards F-1216, D-5813, and all standards referenced within these standards. If at any time it is determined that there is a conflict between these specifications and the specifications listed below, the specification that is more stringent shall take precedence.

The Contractor shall provide all materials, labor, equipment, and services necessary for cleaning and pre/post-television inspection of the storm water pipe to be lined, complete installation, inversion, and curing process of the cured-in-place pipe, grouting if necessary, and testing of the lined storm water pipe system or any incidental but necessary item not specifically mentioned herewith.

Dewatering shall be the responsibility of the Contractor. The method shall be chosen by the Contractor and shall be included as part of the overall bid price.

It is strongly encouraged that the Contractor makes a site visit to insure any variables of this job be included in the bid price.

The installation and curing methods used by the Contractor shall be described and included with the Bid. The Contractor shall demonstrate that the method is applicable by the manufacture and that his/her experience in using the method is proven.

The Contractor shall provide certification from the Manufacturer(s) that the installer is certified and/or licensed to perform the work.

Section 3.1.2 Submittals

The Contractor shall submit to the County for approval, prior to the pre-construction meeting, Material Safety Data Sheets, schedule, proposed installation process, and the Engineering calculations for the design of the liner thickness. The Liner design calculations shall be supported by field analysis, technical assumptions, manufacture specifications and the specifications of this bid. The structural performance of the finished pipe must be adequate to accommodate all internal and external loads (live and dead) over its design life. None of the pre-existing pipe wall material shall be used in the calculations of the final structural strength. Design methods are to be derived from generally accepted pipe formula for various loading conditions and modes of failure. Parameters considered in design shall include, but not be limited to: pipe wall material strength, long-term strength for minimum fifty (50) year design life, earth loads, groundwater loads, condition of existing pipe, loading on the surface (both live and dead) missing sections of the existing pipe, geometry of the existing pipe, and localized loading or structural defects in the existing pipe. The design will be chosen relative to buckling, stress and deflection failure from external loads and ring tension and deflection failure from internal loads. When the existing pipe is determined to be fully deteriorated and will not offer any support to the cured-in-place pipe lining, the equation for buckling design will be based upon the Equation Number X1.3 as described in AWWA C-950. All equations will be modified to include ovality as a design parameter.

Section 3.1.3 Materials

The flexible tube shall be one or more layers of needled felt or equivalent woven or non-woven material manufactured under quality controlled conditions set by the manufacturer. Tube shall be sized so that, when installed, it will fit snugly inside the existing storm water pipe and produce the required thickness after the resin is cured. The minimum length of the flexible tube shall be as necessary to effectively and fully span the distance between the ends, with allowance for proper stretching or shrinkage due to pressure or expansion. The tube shall contain no intermediate layers which may delaminate after resin curing. It shall not be possible to separate any layers with a probe or knife blade such that the layers separate cleanly or the probe or knife blade moves freely between the layers.

The tube shall be free of tears, holes cuts, foreign materials and other defects and shall be subject to inspection by the County. The finished lining shall be sized to fit tight against the existing pipe wall. An allowance shall be made for circumferential stretching during inversion. Contractor shall determine the minimum tube length necessary to effectively span the designated run between the ends, unless otherwise specified. The Contractor shall field verify the lengths prior to impregnation of the tube with resin, to insure that the tube will have sufficient length to extend the entire length. The County may, at its option require the Contractor to remove and replace any installed liner that does not extend completely to the pipe termination point at each end of the pipe.

The resin used shall be compatible with the rehabilitation process used, and designed for a storm water environment. The resin shall be able to cure in the presence or absence of water, and the initiation temperature for cure shall be as recommended by the resin manufacturer. The resin shall have sufficient thixotropic properties to obtain non-draining characteristics when impregnated into the fiber fabric.

The Contractor shall supply the recommended grout and equipment to seal any open area in the annular space between the cured-in-place pipe and the host pipe ends if needed. Grout, design mixes and grout testing reports shall be supplied to the County if it is determined that grouting is needed to seal the ends of the cured-in-place pipe to the existing pipe.

Section 3.1.4 Pre-installation Procedures

The Contractor shall be responsible for cleaning the host pipe of all debris, including but not limited to roots, before the lining procedure shall begin. The Contractor shall televise the pipe after the cleaning process to insure that there are no conditions that could affect the integrity of the final product. The cleaning and televising of the pipe shall take place within forty eight (48) hours from the start of the pipe lining. A copy of the pipe video will be supplied to the Project Manager before the lining procedure is started. If there is rain between the time of the pipe cleaning and start of the lining procedure, the pipe shall be re-cleaned if it is determined that there was any debris washed into the pipe. If the Contractor fails to clean and televise the pipe before insertion of the liner material, the County shall at its option require the Contractor to remove the installed liner, clean the pipe, televise the pipe and install a new liner at no extra charge to the County. All original television inspection video tape shall be provided to the County. If there is a condition that the Contractor feels could compromise the final product, it shall be brought to the attention of Lake County before any other work is started. The remedy of

the adverse condition shall be mutually agreed upon by the Contractor and Lake County. Any additional cost associated with the extra work shall be negotiated and a written change order shall be completed and signed before any further work shall begin.

Section 3.1.5 Delivery, Storage and Handling

The Contractor shall transport, handle, and store pipe as recommended by manufacturer. If pipe becomes damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the County at the Contractor's expense, before proceeding further. If the flexible tube is impregnated with resin at the factory, it shall be transported, installed, and cured before expiration of the shelf life. The impregnated tube shall be stored and transported under refrigerated, ultraviolet light-free conditions.

Section 3.1.6 Installation Procedures

1. Wet out.

- a. Thoroughly saturate flexible tube prior to installation. An additional 5% -10% of resin shall be added to allow for any migration of resin into the cracks and joints in the original pipe. Catalyst system or additives compatible with the resin and flexible tube shall be as recommended by the manufacturer.
- b. Handle the resin impregnated flexible tube properly to retard or prevent resin from setting until it is ready for insertion

2. Insertion

- a. Insert flexible tube through the pipe by means of procedure approved by the manufacturer.
- b. The addition of water, air, or steam pressure shall be adjusted to cause the impregnated flexible tube to invert from end to end, while holding the tube tight against the host pipe.
- c. The use of a lubricant is recommended to reduce friction.

3. Curing

- a. After insertion is completed, apply a suitable heat source with air, water, or steam recirculation system capable of uniformly delivering the heat required throughout the section to achieve a consistent cure of the resin. Curing temperatures and durations shall be as recommended by the manufacturer.
- b. The heat source shall be fitted with suitable monitors to gauge the temperature of incoming and outgoing water or steam supply. Additional gauges shall be placed between the impregnated felt tube and the host pipe in the upstream and the downstream manhole at or near the bottom to monitor outside liner temperatures during resin curing process.
- c. Heating shall continue uninterrupted until the desired temperature is achieved. Temperatures at both ends shall be measured and recorded in a log. The initials of

the Contractor's representative shall be obtained on the curing logs. Copies of these logs shall be given to the County. Initial cure may be considered completed when exposed portions of the flexible tube pipe take a hard set and temperatures are adequate, as recommended by the manufacturer.

- d. A standby heat source shall be at the site, ready for service in case of a breakdown.
4. Cool Down. Cool the CIPP in accordance with the manufacturer's instructions. Do not release internal pressure in a way that can create a vacuum and damage the CIPP.
5. If necessary the Contractor shall grout the end of the cured lining to the host pipe to provide for a water tight seal. The type of grout shall be approved by the manufacturer and compatible with the lining.

Section 3.1.7 Post Installation Procedures

The Contractor shall televise the installed pipe after work has been completed. The original post-installation television inspection shall be provided to the County. The Contractor shall repair all damages found during the reviewing of these final televised inspection video tapes. The damages shall include but not be limited to dry spots, pinholes, delamination, sags, wrinkles, leaks, cracks, unsecured joints, visual defects, and others which in the opinion of the County are not acceptable and would impair the serviceability of the new piping system. Wrinkles in the finished liner pipe which exceed 2% of the pipe diameter are unacceptable and the Contractor shall remove either the liner or the wrinkled segments which exceed 2% of the pipe diameter. Repair of the removed sections shall be proposed by the Contractor and approved by the County. The thickness of the CIPP shall be within minus 5 percent and plus 10 percent of the minimum thickness. Thickness greater than required shall not be allowed if hydraulic capacity of the pipe is reduced. The required thickness shall be measured accurately using properly calibrated calipers.

The Contractor shall obtain samples of the cured liner according to ASTM F 1216 and forward these samples to the County.

Section 3.1.8 Maintenance of Traffic (MOT)

Maintenance of traffic shall be the responsibility of the Contractor, be part of the bid price, and shall conform to Section 102 of the Florida Department of Transportation's (F.D.O.T.'s) Standard Specifications for Road and Bridge Construction 2010 edition or the most current editions and the Federal Highway Administration's (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways.". These documents can be ordered from F.D.O.T., Maps and Publications Department 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by visiting the F.D.O.T. website at www.dot.state.fl.us/mapsandpublications and click onto On Line Store.

All costs associated with MOT shall be included with the Unit Price. If the Contractor does not comply with the FDOT and F.H.W.A. specifications. (i.e. signs, qualified flaggers and/or barricades), the County reserves the right to direct the Contractor to cease operation until

deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.

Section 3.1.9 Underground Utilities

Any required ground digging or subsurface work shall be done in accordance with Florida Statute Chapter 556. It shall be the responsibility of the Contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call at 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the Contractor shall be the responsibility of the Contractor. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. Lake County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

Section 3.2 Hours of Operation

Standard work hours are Monday to Friday, 7:00 a.m. to 5:00 p.m. Work will not be permitted on Sundays and recognized Holidays as listed below unless permission to work has been requested in writing by the Contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than twenty-four (24) hours prior to the work day. Work on Saturdays may be permitted by verbal notification.

Under no circumstance will permission be given for work on New Years Day, Independence Day, Thanksgiving Day, or Christmas Day. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, President's Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving Day.

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday. The Project Manager may consider approval in accordance with the provisions stated above for work on these observed holidays.

When the Contractor is approved for Sunday or Holiday work, the County may assess the Contractor a reimbursement of costs incurred by the County, the sum of TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) per man per day for each Sunday or recognized Holiday worked or planned to work by the County employee(s). These fees will be deducted from the final invoice.

Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or building adjacent to the roadways.

Section 3.3 Non-Traditional Hours of Work

Any work performed during non- standard hours at the discretion of the Contractor but not at the requirement of the Project Manager shall not be eligible for payment of the Night Work Charges. Night Work shall be described as any time outside of the standard working hours for Monday through Friday as described in Section 3.1. When the Contractor is approved for night work, the County may assess the Contractor a reimbursement of costs incurred by the County, the sum of TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) per man per night for each worked or planned to work by the County employee(s). These fees will be deducted from the final invoice.

Section 3.4 Safety

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, Occupational Safety and Health Administration (OSHA), or Americans with Disabilities Act (ADA) regulations shall be provided by the Contractor.

All safety devices installed by the manufacturer on equipment shall be in place and in proper working order at all times. If the Project Manager determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the Project Manager.

The Project Manager or other County representative may periodically monitor the work site for safety. Should there be safety and/or health violations, the County's representative shall have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the Project Manager, or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

Should the worksite be in a hazardous area, the County shall take reasonable actions to furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site. The Contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), are invitees and need not have warrants or permission to enter the work site.

The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be literate and able to communicate completely in the English language due to the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor.

Section 3.5 Hazardous Materials

The Contractor is responsible for notifying the Project Manager of any hazardous materials used on the work site and providing the Project Manager a copy of the Material Safety Data Sheets (MSDS) as required by law.

Any spillage of hazardous chemicals and/or wastes caused by the Contractor shall be reported immediately to the Project Manager and cleaned up in accordance with all State and Federal Regulations. The cost of clean up of any spillage of hazardous chemicals caused by the Contractor shall be the sole responsibility of the Contractor and the County shall share no responsibility with these costs. A copy of a complete report showing compliance with local, state, and federal agencies shall be given to the County.

If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the Contractor to immediately contact the Project Manager with a description and the location of the condition.

Section 3.6 Erosion Control

The Contractor shall be responsible to comply with all erosion control as per FDOT Standard Specification for Road and Bridge Construction 2010, Section 104, Prevention, Control, and Abatement of Erosion and Water Pollution.

Section 3.7 Clean-Up and Restoration

The Contractor shall be responsible for the removal of all surplus material and debris within their work zone. All costs associated with clean-up and debris removal shall be included in the unit price. Any deficiencies of this nature will be addressed as part of the Final Inspection process. If such deficiencies are not corrected as part of this process, the County shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due the Contractor.

Precautions shall be taken by the Contractor against damage to public and private property during the course of this work. Should damage occur, by omission or commission, the Contractor shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event the Contractor fails to restore the damaged property, the County shall have the option to restore the damaged property at the Contractor's expense.

Section 3.8 Damage

All items damaged as a result of Contractor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, etc., shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any invoices submitted to the County, such as but not limited to, from utility companies or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. County reserves the right to pay any such invoices and deduct that amount from the Contractors invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished.

The Contractor shall notify the Project Manager immediately of any damage and/or complaints given directly to the Contractor.

If the Contractor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Contractor to repair the item back to the original condition. If the repair is not in accordance with the County standards, the County shall repair the items and deduct the associated cost from the amount due the Contractor.

Complaints of Damage shall be addressed within 48 hours and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The Contractor shall notify the County immediately of any complaints given directly to the Contractor.

If in the course of completing work as part of this contract there is an accident that involves the public, the Contractor shall as soon as possible inform the Project Manager of the incident by telephone. The Contractor shall follow up in writing within two (2) days of the incident. If Law Enforcement was involved and has written a report, the Contractor shall forward a copy of the report to the Project Manager.

REHABILITATION OF STORM WATER PIPES USING THE CURED IN PLACE PIPE METHOD

PRICING SECTION

The undersigned, having carefully examined the bidding requirements, all terms and conditions set forth in the solicitation document, drawings and all related addenda; sample agreement, and being familiar with the site and all conditions and requirements of the work, hereby agrees to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service to complete the rehabilitation of the storm water pipes using the cured in place pipe method.

- | | | |
|----|--------------------------------------|----------|
| 1. | Rolling Acres Road | \$ _____ |
| 2. | Quale Grove Road | \$ _____ |
| 3. | Park Place Subdivision (Location #1) | \$ _____ |
| 4. | Park Place Subdivision (Location #2) | \$ _____ |
| 5. | Park Place Subdivision (Location #3) | \$ _____ |
| 6. | Park Place Subdivision (Location #4) | \$ _____ |
| 7. | Old CR 441 (Location #1) | \$ _____ |
| 8. | Old CR 441 (Location #2) | \$ _____ |

General Bidder Information and Proposal Signature:

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____ E-mail: _____

FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Bidder's Florida License Number: _____

Exceptions: _____

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <p>Addendum #1, Dated: _____</p> <p>Addendum #2, Dated: _____</p> <p>Addendum #3, Dated: _____</p> <p>Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this ITB.</p>

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from the Lake County's Vendor List, please mark the appropriate space below, complete the Vendor Information and Signature section on the following page, and return this and the following page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

Additional Certifications Requiring Completion:**Certification Regarding Felony Conviction**

Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to Countyship, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

REFERENCES

#1 Agency	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

#2 Agency	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

#3 Agency	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment A: Location Maps

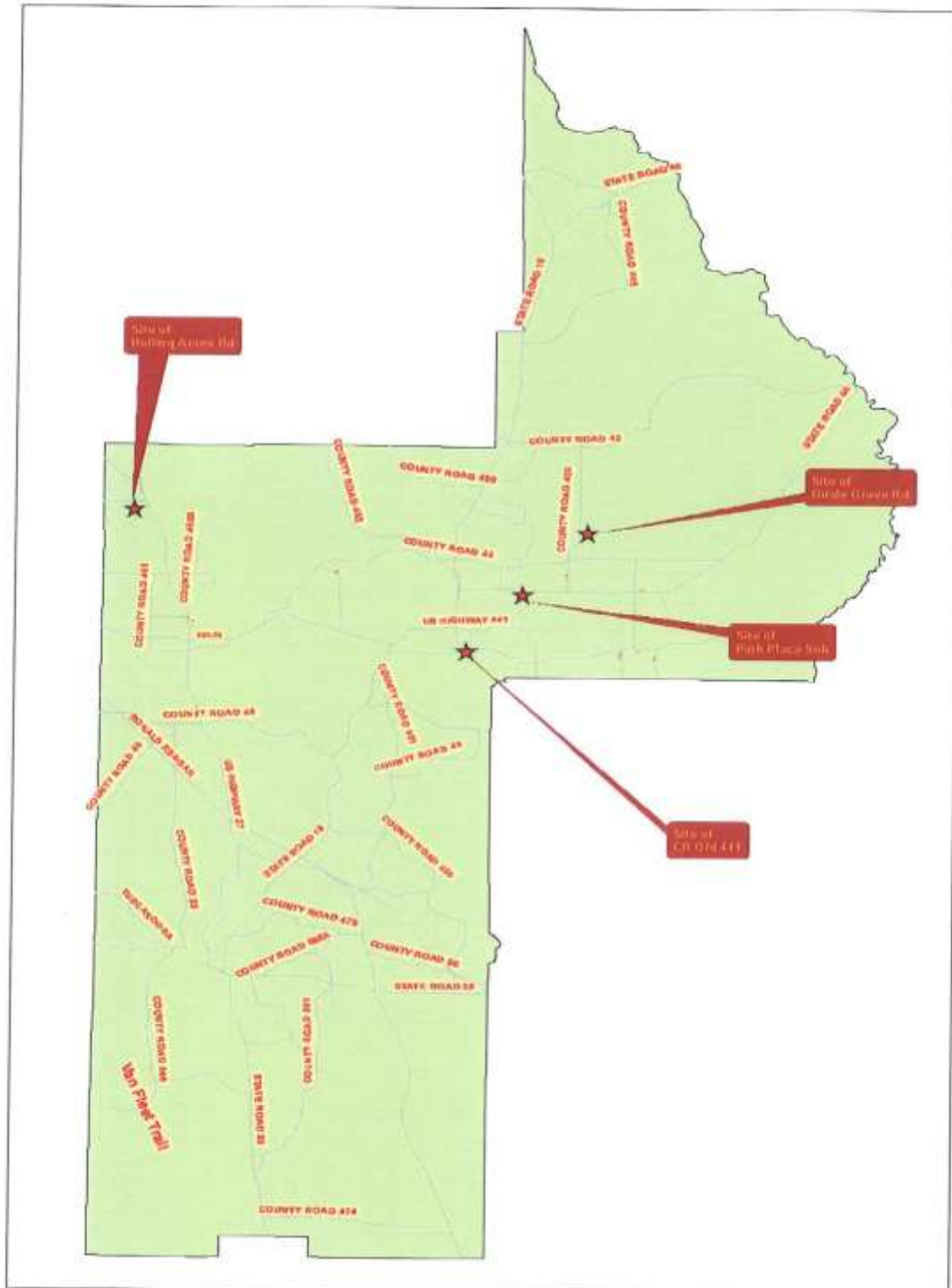
Attachment B: Site Data Reports

Attachment C: Change Order Form

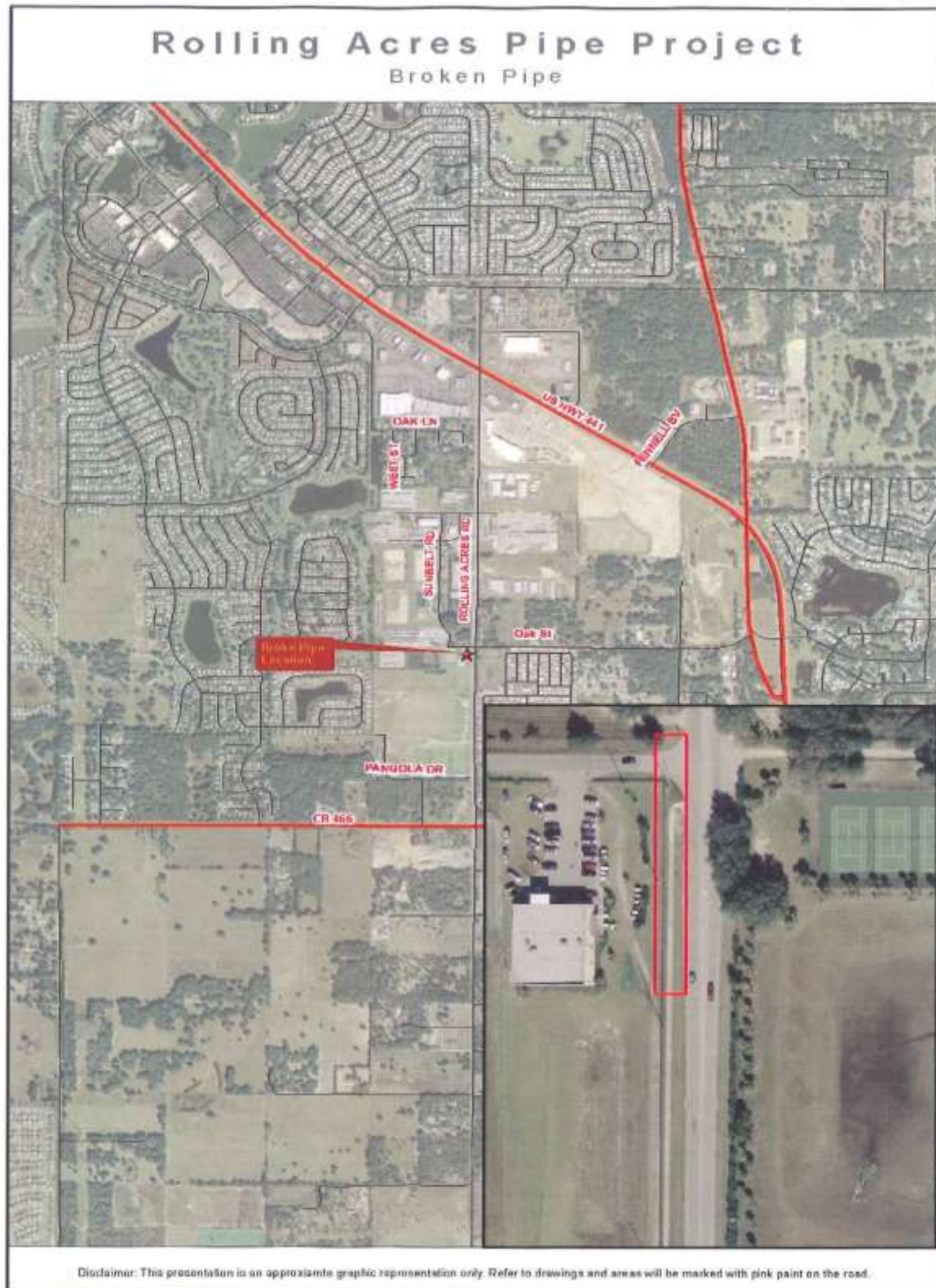
Attachment D: Payment & Performance Bond Forms

ATTACHMENT A

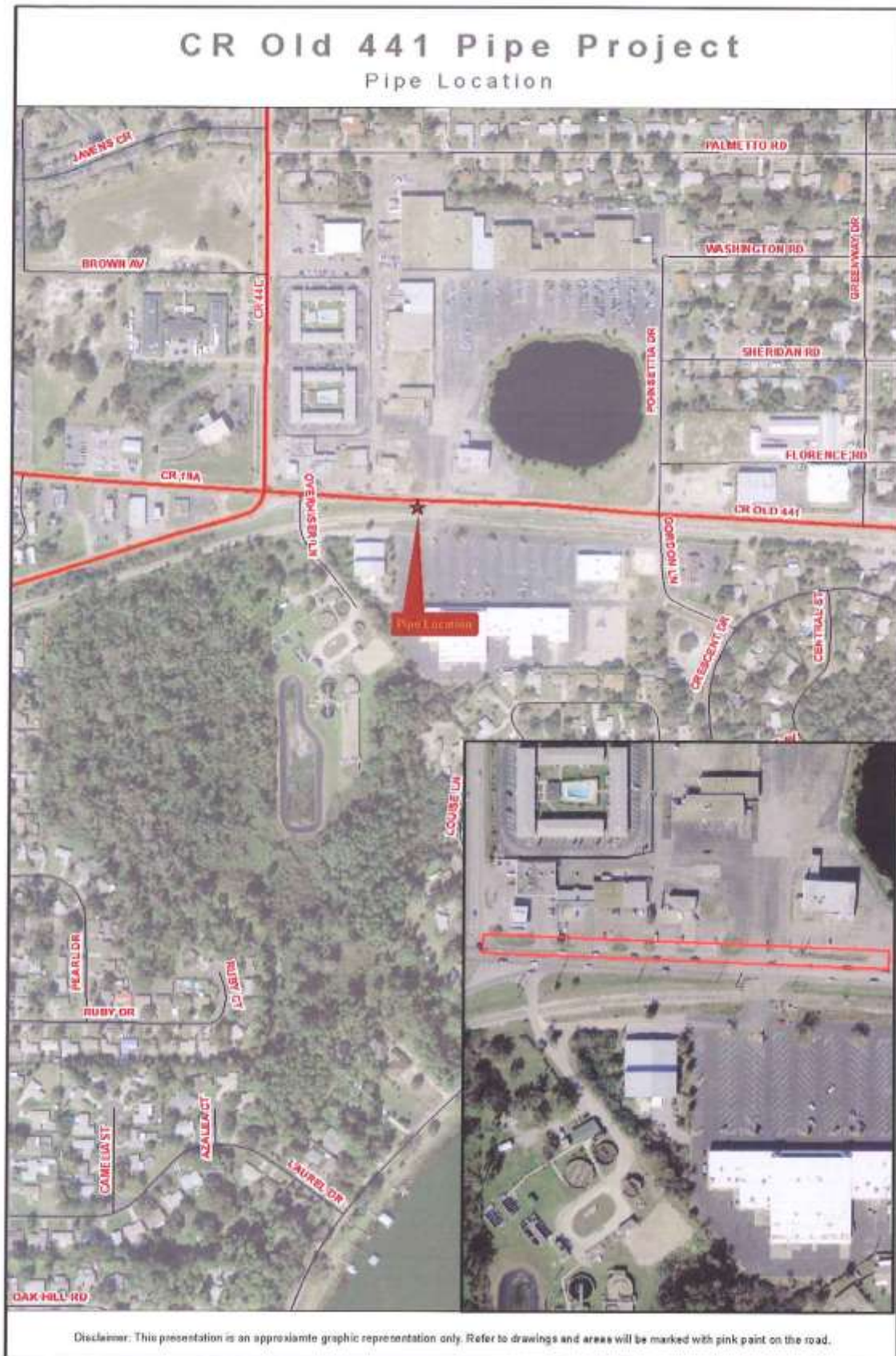
Pipe Projects Cover Page



Disclaimer: This presentation is an approximate graphic representation only.













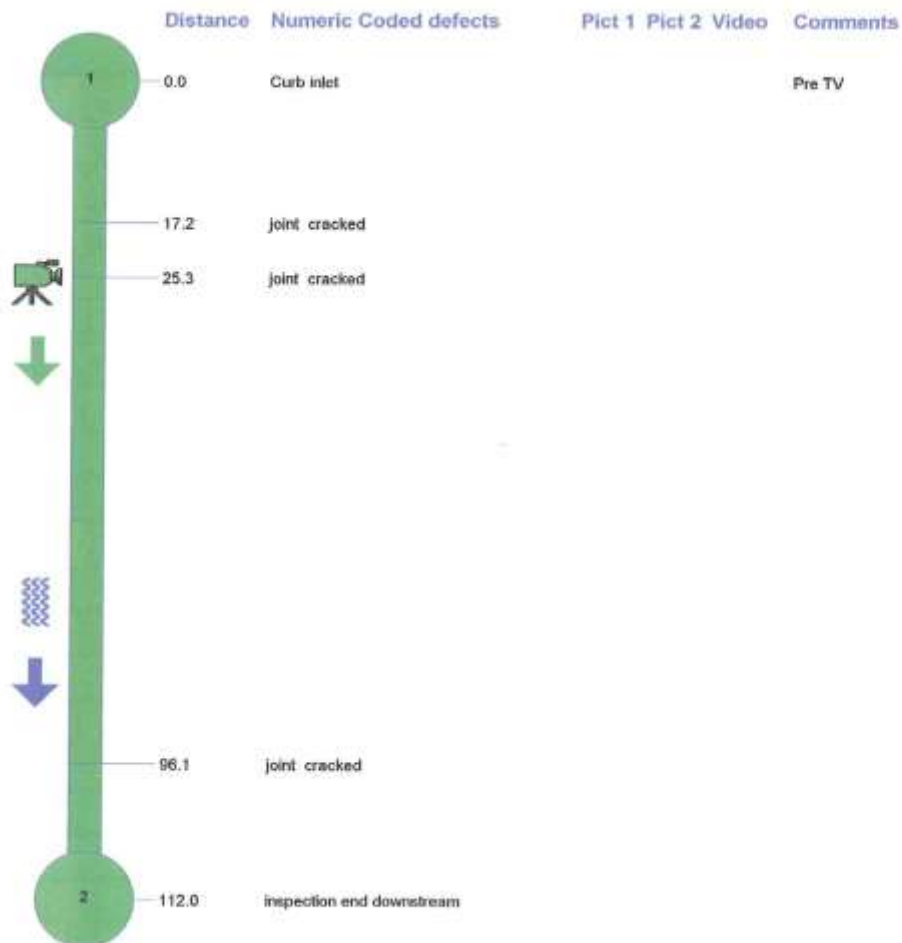


ATTACHMENT BROLLING ACRES ROAD

Absolute line Technologies
 21902-1 State Road 46
 Mt. Dora, FL
 352-383-0002
 Fax, 352-383-8085

Site Data

Project Name	Site ID	City	Street	Starting Dist.
1279 Lake Co	32	Lady lakes	Rolling acres rd	0.0
Date	Time	M.H. Start	M.H. Stop	M.H. Depth
06/19/2009	10:10:56 AM	1	2	7.4
Type of Pipe	Direction	Surface Condition	Final Dist(ft)	
Concrete	Away-D	Paved Asphalt	+112.0	

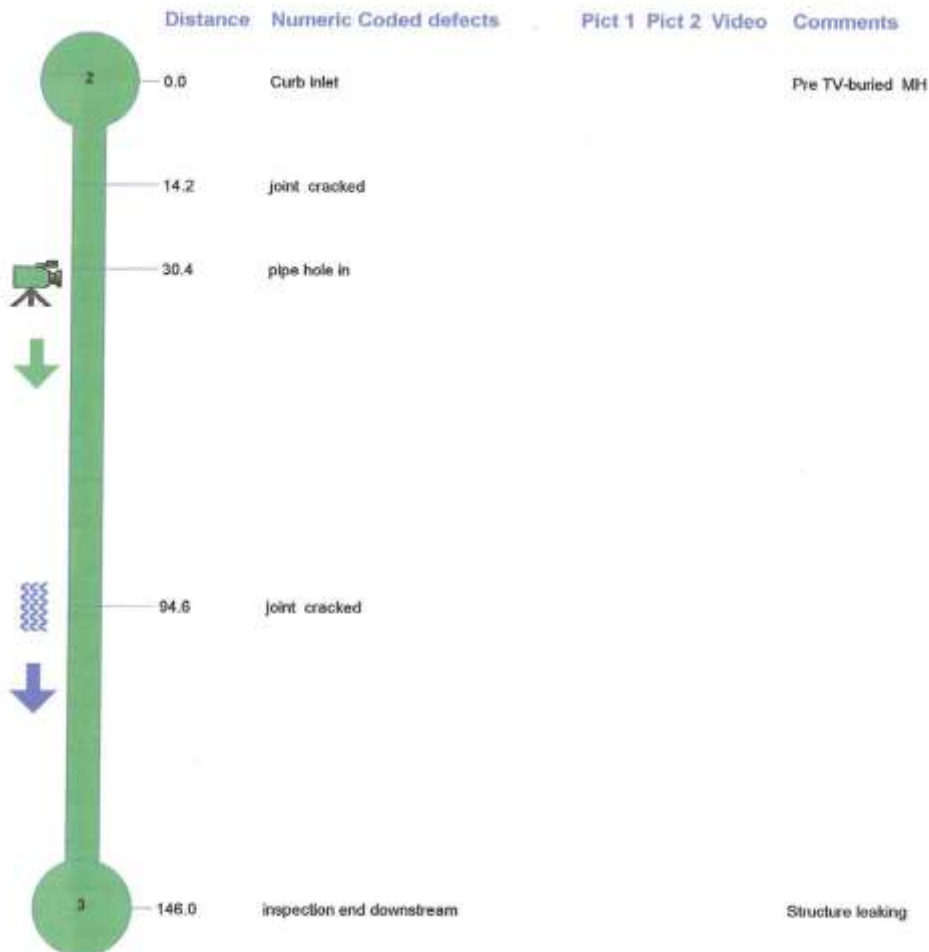


ROLLING ACRES ROAD

Absolute line Technologies
 21902-1 State Road 46
 Mt. Dora, FL
 352-383-0002
 Fax, 352-383-8085

Site Data

Project Name	Site ID	City	Street	Starting Dist.
1279 Lake Co	33	Lady lakes	Rolling acres rd	0.0
Date	Time	M.H. Start	M.H. Stop	M.H. Depth
06/19/2009	10:57:10 AM	2	3	8.7
Type of Pipe	Direction	Surface Condition	Final Dist(ft)	
Concrete	Away-D	Paved Asphalt	+146.0	

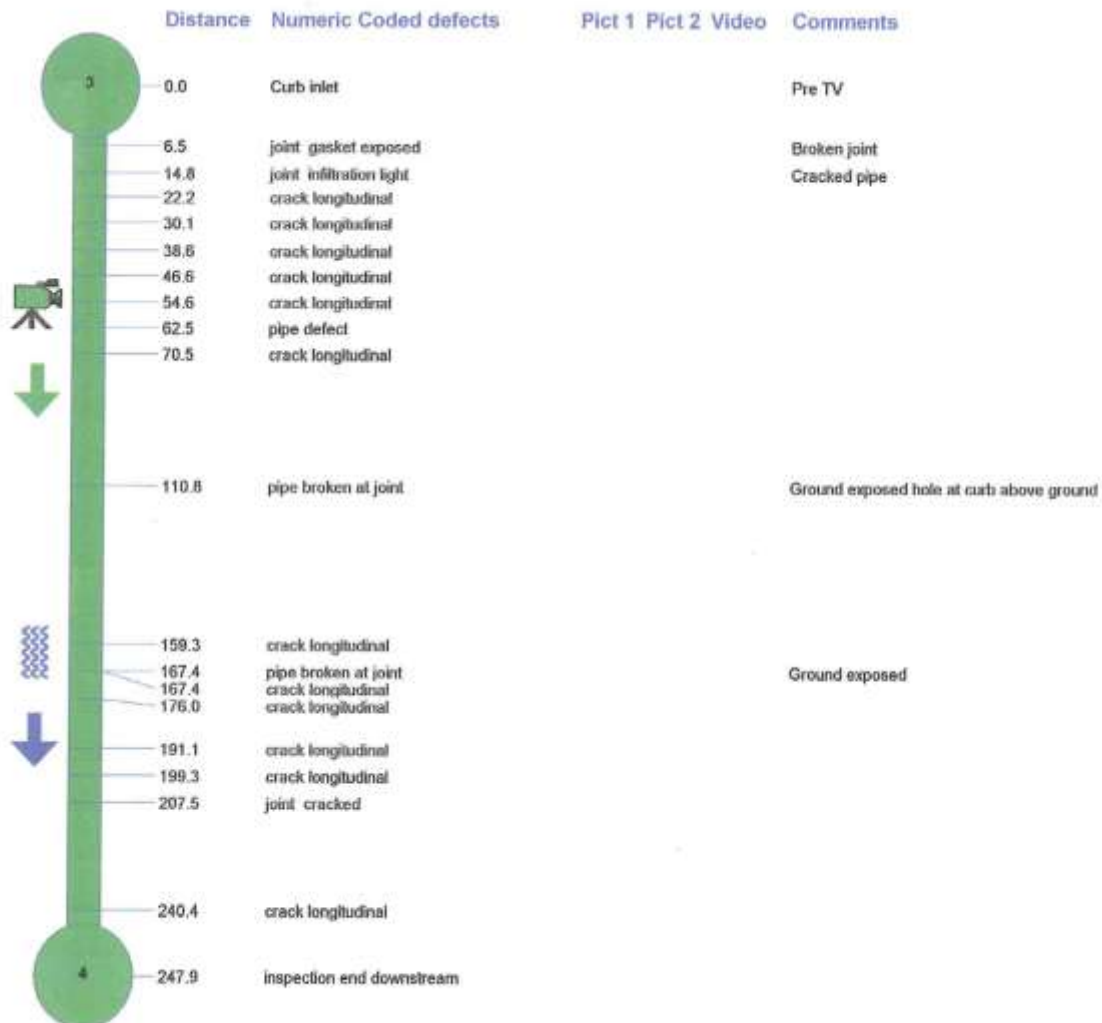


ROLLING ACRES ROAD

Absolute line Technologies
 21902-1 State Road 46
 Mt. Dora, FL
 352-383-0002
 Fax, 352-383-8085

Site Data

Project Name	Site ID	City	Street	Starting Dist.
1279 Lake Co	34	Lady lakes	Rolling acres rd	0.0
Date	Time	M.H. Start	M.H. Stop	M.H. Depth
06/19/2009	11:50:11 AM	3	4	9.5
Type of Pipe	Direction	Surface Condition	Final Dist(ft)	
Concrete	Away-D	Paved Asphalt	+247.9	

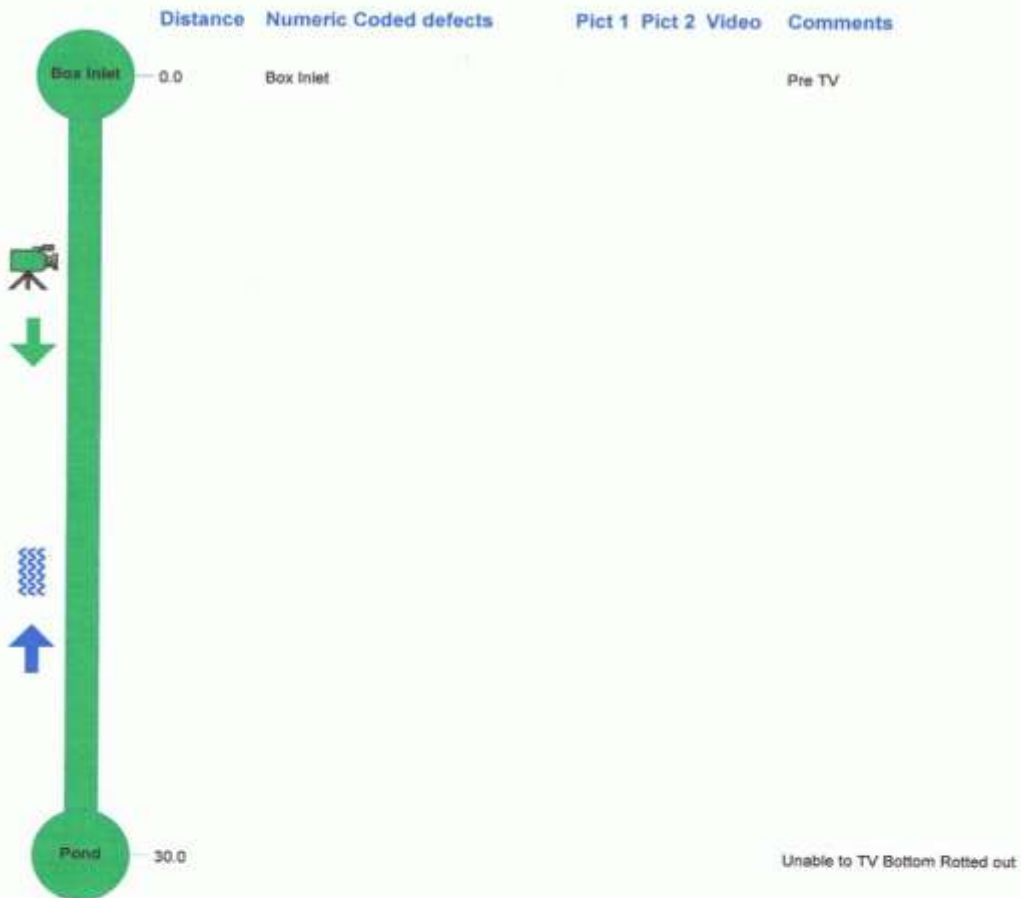


QUALE GROVE ROAD

Absolute Line Technologies, Inc.
 21902-1 State Road 46
 Mount Dora, Florida 32757
 Phone (352)383-0002
 Fax (352)383-8085

Site Data

Project Name	Site ID	City	Street	Starting Dist.
1279 Lake Co	36	Eustis	Quale Grove rd	0.0
Date	Time	M.H. Start	M.H. Stop	M.H. Depth
08/07/2009	10:19:39 AM	Box Inlet	Pond	5.0
Type of Pipe	Direction	Surface Condition	Pipe Size(in)	Final Dist(ft)
C.M.P	Away-U	Grass	27	+30.0



QUALE GROVE ROAD

Absolute Line Technologies, Inc
 21902-1 State Road 46
 Mount Dora, Florida 32757
 Phone (352)383-0002
 Fax (352)383-8085

Site Data

Project Name 1279 Lake Co	Site ID 37	City Eustis	Street Quale Grove rd	Starting Dist. 0.0
Date 08/07/2009	Time 10:49:10 AM	M.H. Start Box Inlet	M.H. Stop Out fall	M.H. Depth 5.0
Type of Pipe ADS	Direction Away-D	Surface Condition Paved Asphalt	Pipe Size(in) 36	Final Dist(ft) +55.6

	Distance	Numeric Coded defects	Pict 1	Pict 2	Video	Comments
Box Inlet	0.0	Box Inlet				Pre TV
	5.0	joint infiltration evidence				Seam Hanging
	14.2	pipe hole in				
	19.1	ripped pipe				
	25.4 25.4	pipe hole in joint infiltration evidence				
	33.6	Ripped Pipe				
	37.3	Ripped Pipe				
	40.7	Ripped Pipe				
Out fall	55.6	inspection end downstream				

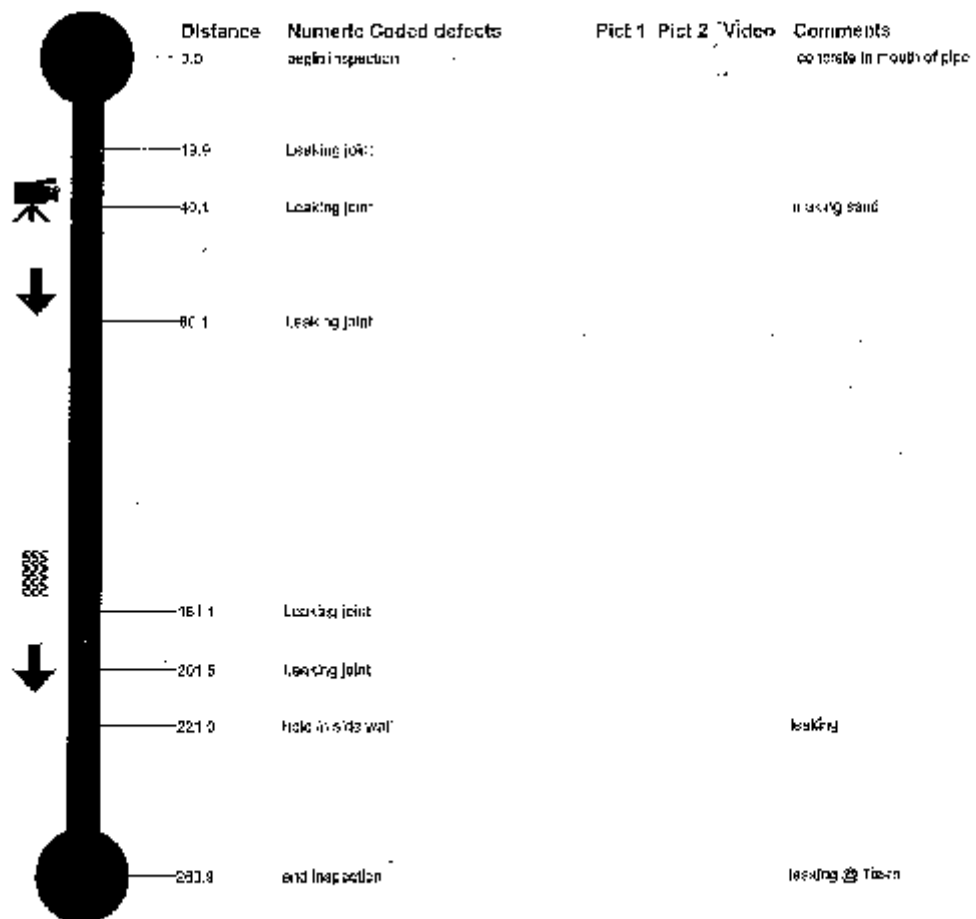
PARK PLACE #1

Asphalt Paving Service
 10040 Sunbeam Drive #102
 Mount Dora, Florida 32767
 Phone: (352)383-0002
 Fax: (352)383-8085

Site Data

Page 012

Project Name	Site ID	City	Street	Starting Dist.	
1154	1	Eustis	Park Place	0.0	
Date	Time	M.H. Start	M.H. Stop	M.H. Depth	Pipe Size(in)
02/23/2006	11:23:56 AM	240	239	0.0	24
Type of Pipe	Direction	Surface Condition	Final Dist(ft)		
Concrete	Away-D	Paved Asphalt	268.9		



P-1

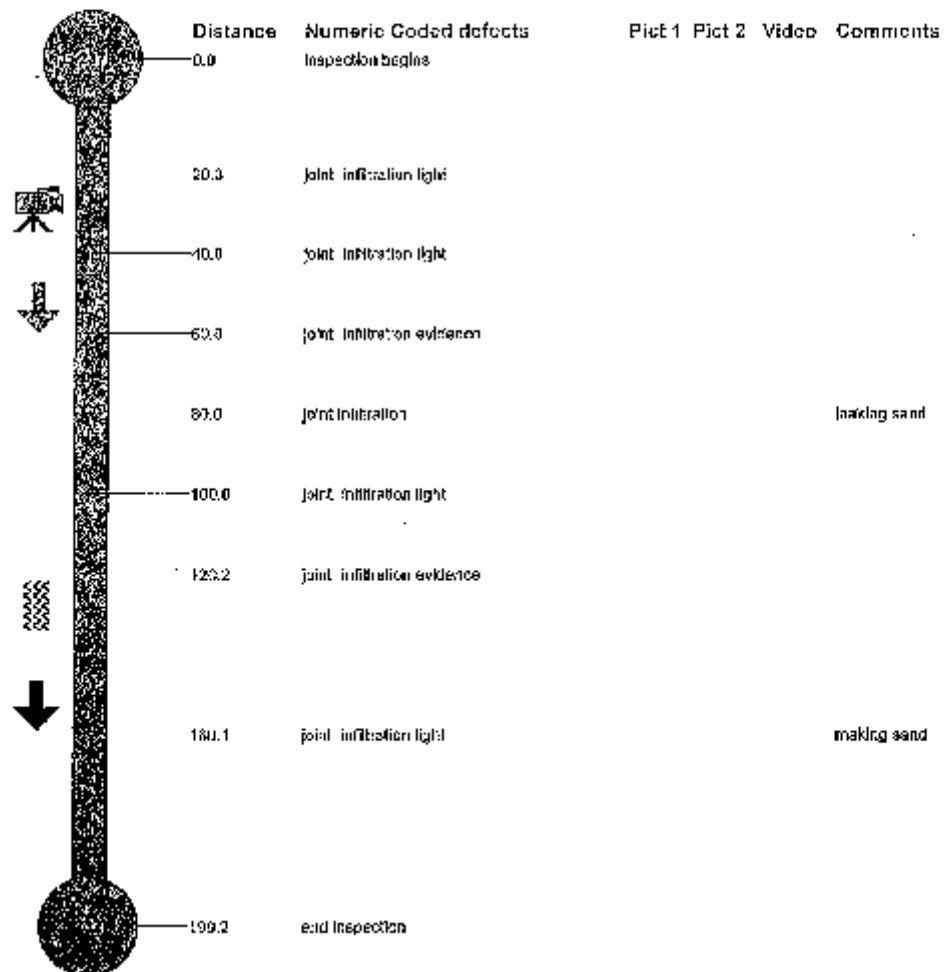
Aug 10 06 10:20a

PARK PLACE #2

Absolute Line Technologies
 30910 Suncagle Drive #100
 Mount Dora, Florida 32757
 Phone: (352)383-0002
 Fax: (352)383-8085

Site Data

Project Name	Site ID	City	Street	Starting Dist.
Park Pl #3	13	East	Park Place Blvd.	0.0
Date Time	M.H. Start	M.H. Stop	M.H. Depth	Pipe Size(in)
03/23/2006 2:44:51 PM	237	232	7.2	36
Type of Pipe	Direction	Surface Condition	Final Dist(ft)	
Concrete	Away-13	Paved Concrete	199.2	



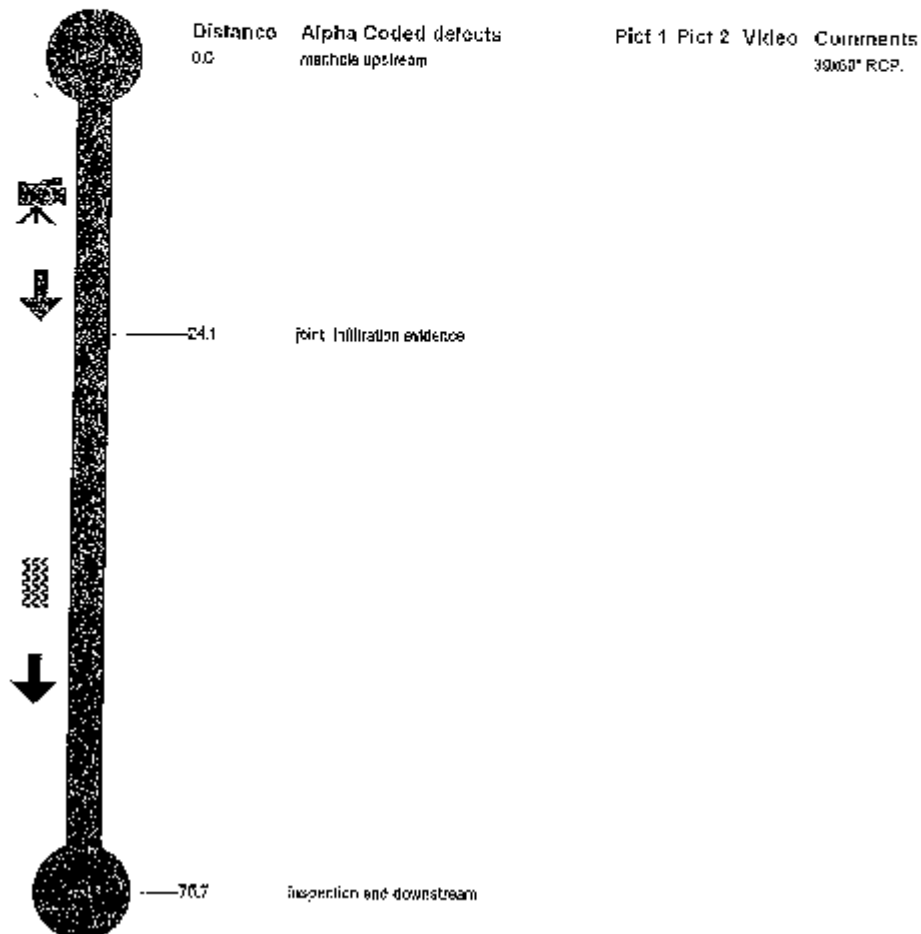
PARK PLACE #3



Absolute Line Technologies,
30840 Sunnyside Drive suite
MT. Dora Florida 32757
352-363 0002
Fax 352-363-8085

Site Data

Project Name	Site ID	City	Street	Starting Dist.
1133 Lk	1	Kissimmee, FL	Park View Ave.	0.0
Date	Time	M.H. Start	M.H. Stop	M.H. Depth
05/02/2006	10:31:35 AM	D-35	D-36	.
Pipe Size(in)	Type of Pipe	Direction	Surface Condition	Final Dist(ft)
0	Concrete	Array-D	Private Garden	+75.7

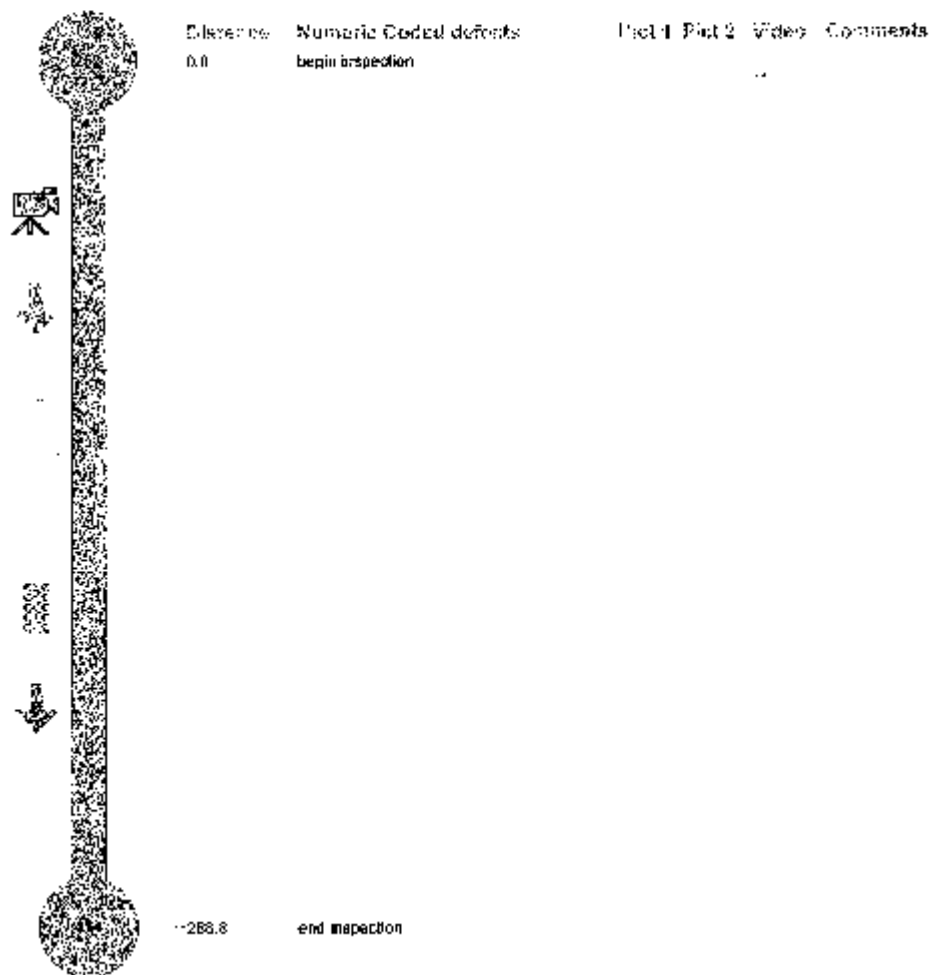


PARK PLACE #4

Absoluta Line Tech dig at
 20040 Suncap Drive #100
 Mount Dora, Florida 32767
 Phone: (352)383-0002
 Fax: (352)383-6030

Site Data

Project Name	Site ID	City	Street	Starting Dist	
1133 1133	16	Gastis		0.0	
Date	Time	M.H. Start	M.H. Stop	M.H. Depth	Pipe Size(in)
03/27/2006	11:14:11 PM	252	214	3.2	24
Type of Pipe	Direction	Surface Condition	Final Dist(ft)		
Concrete	Away-ID	Paved Asphalt	288.8		

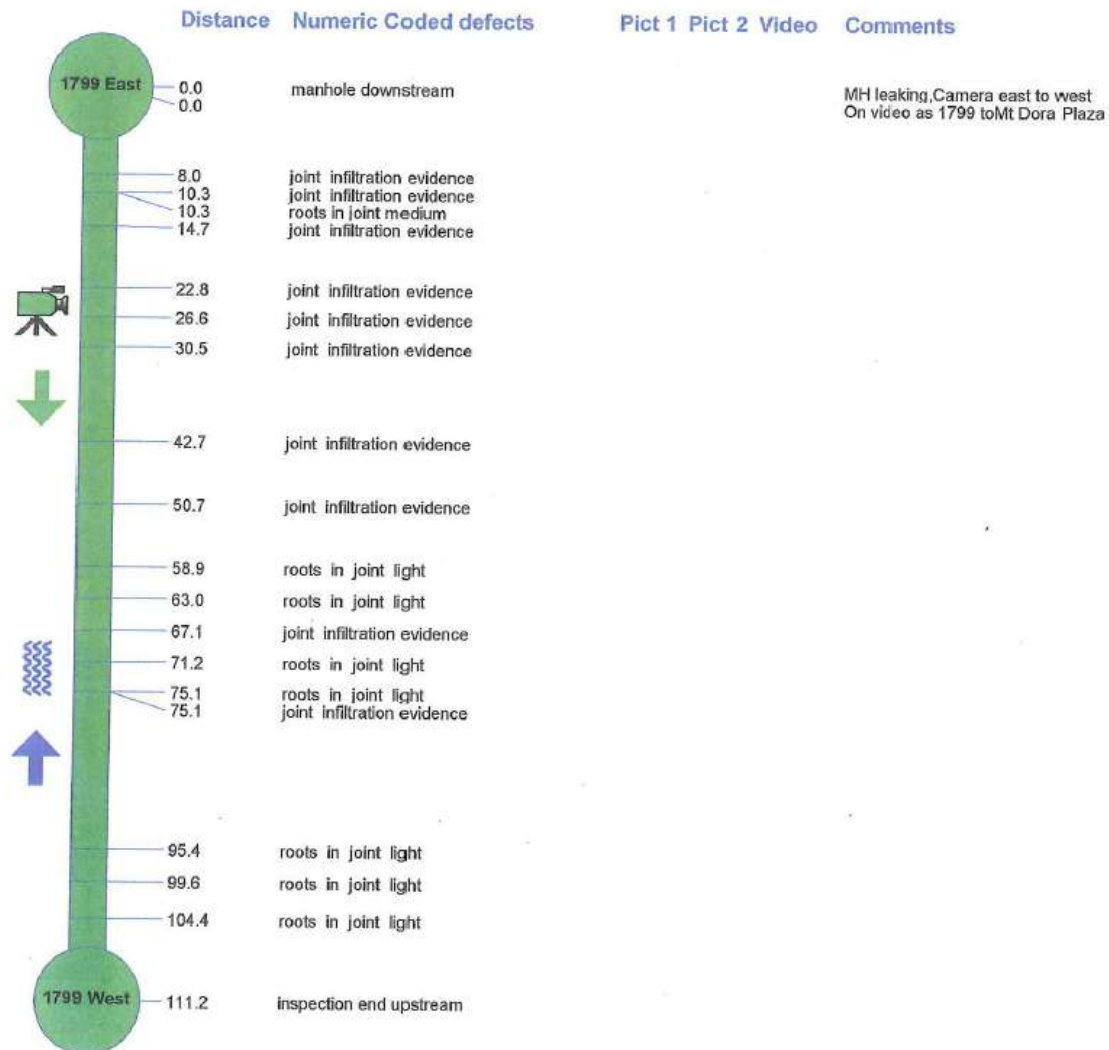




Absolute line Technologies
 21902-1 State Road 46
 Mt. Dora, FL
 352-383-0002
 Fax, 352-383-8085

Site Data

Project Name	Site ID	City	Street	Starting Dist.
1279 Lake Co	20	Leesburg	Old 441	0.0
Date	Time	M.H. Start	M.H. Stop	M.H. Depth
05/05/2009	03:36:01 PM	1799 East	1799 West	3.2
Type of Pipe	Direction	Surface Condition	Pipe Size(in)	Final Dist(ft)
Concrete	Away-U	Grass	18	+111.2



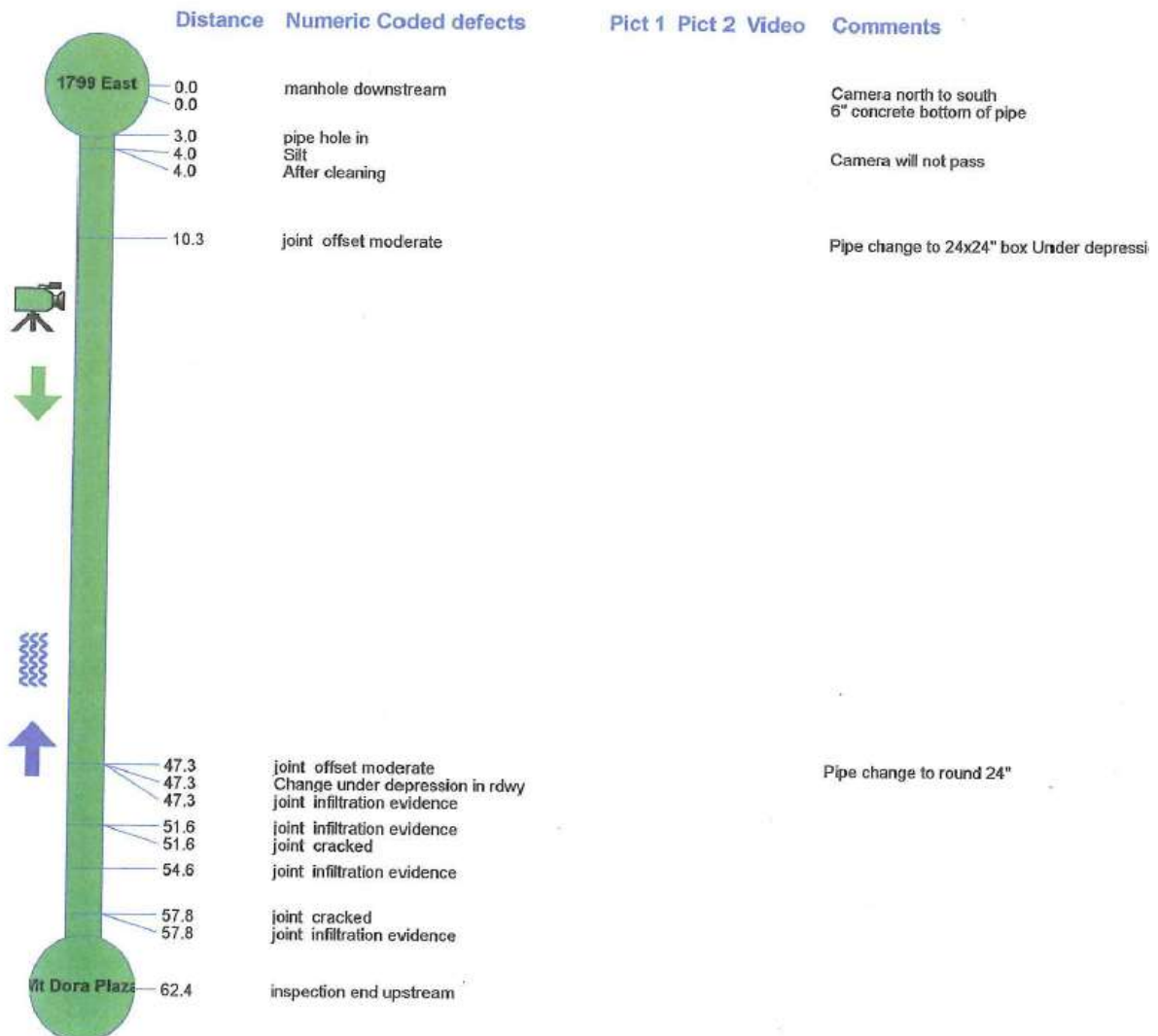


Absolute line Technology
21902-1 State Road 46
Mt. Dora, FL
352-383-0002
Fax, 352-383-8085



Site Data

Project Name 1279 Lake Co	Site ID 21	City Leesburg	Street Old 441	Starting Dist. 0.0
Date 05/05/2009	Time 04:09:25 PM	M.H. Start 1799 East	M.H. Stop Mt Dora Plaza	M.H. Depth 3.2
Type of Pipe Concrete	Direction Away-U	Surface Condition Grass	Pipe Size(in) 24	Final Dist(ft) +62.4



ATTACHMENT CContract Change Order

Lake County
Department of Public Works
31150 Industry Drive
Tavares, FL 32778

Date: _____
 Project No.: _____
 Location: _____
 Contract No. _____
 Change Order No. _____

To: (Contractor)

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FOR THE
 AGREEMENT, PLANS AND SPECIFICATIONS

ITEM NO.	DESCRIPTION IN CHANGES - QUANTITIES, UNITS, UNIT PRICES, CHANGE IN COMPLETION SCHEDULE, ETC.	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
	<p align="center">- PER ATTACHED EXHIBIT "A" -</p> <p>Change in contract price due to change order:</p> <p>Total Decrease</p> <p>Total Increase</p> <p>Difference</p> <p>Net (Increase)(Decrease)Contract Price</p>		

The sum of \$ _____ is hereby (added to) (deducted from) the total agreement price, and the total adjusted agreement price to date thereby is \$ _____.
 This document shall become an amendment to the agreement and all other provisions of the

Recommended by: _____
 (type name)

Date: _____

Accepted by: _____
 (type name)

Date: _____

Approved by: _____

Date: _____

ATTACHMENT D
BONDS

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT We, _____ (hereinafter called the "Principal"), whose principal business address is _____, and whose telephone number is _____; and _____ (hereinafter called the "Surety"), whose principal address is _____, and whose telephone number is _____, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Owner"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9839, in the sum of (\$ _____) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Oblige for BID No. «BidNumber», «ProjectName» in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Oblige any and all losses, damages, costs and attorneys' fees that Oblige sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Oblige; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in s. 713.01 whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be

performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall not apply to this bond.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee. By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

Witness as to Principal

By:
(Authorized Signature)

Witness as to Principal

(Printed Name)

(Title)

(Business Address)

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this
by _____,
of _____, a
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced
Florida Driver's License as identification and who did (did not) take an oath.

NOTARY:

Print Name: _____

COMMISSION NUMBER:

My commission expires:

BOND NO. _____
SURETY:

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this
by
of _____, a _____ Corporation, on behalf of the
Corporation. He/She is personally known to me or has produced Florida Driver's License as
identification and who did (did not) take an oath.

NOTARY:
Print Name:
COMMISSION NUMBER:
My commission expires:

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____ (hereinafter called the "Principal"), whose principal business address is _____, and whose telephone number is _____; and _____ (hereinafter called the "Surety"), whose principal address is _____, and whose telephone number is _____, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Owner"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9839, in the sum of (\$ _____) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Owner have reached a mutual agreement (hereinafter referred to as the "Contract") for BID No. «BidNumber», «ProjectName» said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Owner for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Owner sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

BOND NO. _____

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitations of Section 255.05(2).

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE _____ DAY OF _____ 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

Witness as to Principal

By: _____
(Authorized Signature)

Witness as to Principal

(Printed Name)

(Title)

(Business Address)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ of _____ by _____ of _____, a _____ Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take oath.

NOTARY:

Print Name: _____

COMMISSION NUMBER: _____

My commission expires: _____

BOND NO. _____
SURETY:

Witness as to Surety

By:
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)